

**BEFORE  
THE ILLINOIS COMMERCE COMMISSION**

Petition of Intrado Communications Inc. for	)	
Arbitration Pursuant to Section 252(b) of the	)	
Communications Act of 1934, as amended, to	)	
Establish an Interconnection Agreement with	)	
The Illinois Bell Telephone Company d/b/a	)	Docket No. 08-0545
AT&T Illinois	)	
	)	

**REBUTTAL TESTIMONY**

**OF**

**MARK NEINAST**

**On Behalf of  
AT&T ILLINOIS**

**AT&T ILLINOIS EXHIBIT 2**

**Issues**

**5, 7, 8, 9(b)-(c), 10(a), 11(a)-(c), 12, 13, 14, 15, 16, 17, 18, 19, 20, 21**

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1   **Q.   PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T, AND**  
2   **YOUR BUSINESS ADDRESS.**

3   A.   My name is Mark Neinast. My business address is 308 S. Akard, Dallas, Texas  
4       75202. I am employed by AT&T Services, Inc. as an Associate Director –  
5       Network Regulatory in AT&T’s Network Planning and Engineering Department.  
6       My primary responsibility is to represent AT&T’s various operating companies,  
7       including Illinois Bell, Inc. d/b/a AT&T Illinois (“AT&T Illinois”) in the  
8       development of network policies, procedures, and plans from both a technical and  
9       regulatory perspective. I assist in developing corporate strategy associated with  
10      9-1-1, interconnection, switching, Signaling System 7 (“SS7”), call-related  
11      databases, and emerging technologies such as Internet Protocol (“IP”)-based  
12      technologies and services. I am also responsible for representing the company’s  
13      network organization in negotiations and arbitrations with Competitive Local  
14      Exchange Carriers (“CLECs”) and Wireless Carriers.

15

16   **Q.   PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.**

17   A.   I have been employed by AT&T for 33 years, primarily in the network  
18       organization. This includes seven years in non-management positions in central  
19       offices as a technician. I also spent two years as a training instructor for  
20       electronic switching systems and then four years managing technicians in central  
21       offices and a Network Operations Center (“NOC”). I worked as a staff manager  
22       for the North Texas Network Operations Division for five years. In that role, I  
23       supported Network Operations Center functions and managed major switching

24 system projects. Subsequently, as an Area Manager in a NOC Translations  
25 Center for over seven years, I was responsible for managing the switch  
26 translations for over 100 switches. Much of this experience is specific to  
27 911/E911. For example, as part of my duties I managed 16 Selective Routers  
28 used for E911 service and was responsible for the successful conversion of  
29 AT&T's E911 network from analog to digital technology during this time frame.  
30 I also successfully managed many other major network projects, including over  
31 60 analog-digital switching dial-to-dial conversions, each of which included 911  
32 trunks. I have a Bachelor of Science degree in Business Administration from the  
33 University of Texas at Dallas, with a double major in Management Information  
34 Systems and Behavioral Management.

35  
36 **Q. HAVE YOU PREVIOUSLY PARTICIPATED IN OTHER REGULATORY**  
37 **PROCEEDINGS?**

38 A. Yes, I have participated in numerous dockets including:

- 39 — The Texas T2A successor, ICA Arbitration Docket D28821;
- 40 — California Public Utilities Commission – Level 3/SBC
- 41 interconnection agreement arbitration, California A.04-06-
- 42 004;
- 43 — Arkansas Public Service Commission – Level 3/SBC
- 44 Arkansas interconnection agreement arbitration, Case No.
- 45 04-099-U;

46 — California Public Utilities Commission - SBC California /  
47 AT&T ICA Arbitration, Docket No. A.04-09-023  
48 — SBC Connecticut / Level 3 ICA Arbitration, Docket  
49 ADJ:VYM;  
50 — Arkansas Public Service Commission – TelCove/SBC  
51 Arkansas interconnection agreement arbitration, Docket No.  
52 04-167-U;  
53 — SBC Kansas / TelCove ICA Arbitration, Docket 05-ABIT-  
54 507-ARB;  
55 — Public Utilities Commission of Ohio – TelCove/SBC  
56 interconnection agreement arbitration, Case No. 04-1822-  
57 TP-ARB;  
58 — Corporate Commission of the State of Oklahoma –  
59 Complaint of Inventive vs. SBC Oklahoma, Cause No. PUD  
60 200500229 (December, 2005);  
61 — The Arkansas A2A successor, ICA Arbitration, Docket 05-  
62 081-U;  
63 — Washington State Utilities and Transportation Commission -  
64 Qwest Corporation Complaint vs. TCG-Seattle Docket No.  
65 UT-063038;

66 — Florida Public Services Commission – Intrado/AT&T  
67 interconnection agreement arbitration, Docket No. 070736-  
68 TP;  
69 — California Public Utilities Commission – Complaint of  
70 AT&T California vs. Sprint PCS, Case No. 07-12-019;  
71 — Indiana Utility Regulatory Commission – Joint Complaint of  
72 IN digital, the Indiana Wireless Enhanced 911 Advisory  
73 Board, Benton County and Carroll County vs. AT&T  
74 Indiana, Cause No. 43499;  
75 — Public Utilities Commission of Ohio – Intrado/AT&T  
76 interconnection agreement arbitration, Case No. 07-1280-  
77 TP-ARB.

78

79 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

80 A. I am offering testimony on the network and technical aspects of certain arbitration  
81 issues raised by Intrado Inc. (“Intrado”). Specifically, I address Issues 5, 7, 8,  
82 9(b)-(c), 10(a), 11(a)-(c), and 12 through 21. My testimony is intended to operate  
83 in conjunction with the testimony of AT&T Illinois witness Ms. Pellerin. Ms.  
84 Pellerin addresses issues in the Petition from a policy perspective, including the  
85 issue of whether Intrado is eligible for a Section 251/252 interconnection  
86 agreement (“ICA”), and if so, what issues are properly dealt with in a Section 252  
87 arbitration. Depending on the outcome of those issues, all or portions of my  
88 testimony may be moot.

89 **Q. ARE THERE UNIQUE ASPECTS OF THE CONTRACT STRUCTURE**  
90 **HERE?**

91 A. Yes. The AT&T 13-state ICA was designed for establishing a network  
92 arrangement to exchange traffic between an ILEC's and a CLEC's end users.  
93 Intrado's business plan, however, is unique in nature and limited to 911 service to  
94 Public Safety Answering Points ("PSAPs"). As a result, Intrado is seeking  
95 contract provisions that AT&T Illinois does not believe are appropriate. Since  
96 Intrado is requesting to interconnect as a 911 carrier, AT&T has proposed that  
97 certain appendices be included that are applicable for use by a 911 competitor,  
98 namely, Appendix 911 and Appendix 911 Network Interconnection Methods  
99 ("911 NIM"). These appendices supplement the ITR (Interconnection Trunking  
100 Requirements) and NIM (Network Interconnection Methods), respectively, in  
101 AT&T's normal 13-state ICA template.

102

103 **Q. WHY ARE THESE NEW APPENDICES NECESSARY?**

104 A. To the extent a Section 251/252 ICA is to be established at all, issues regarding  
105 911 should be included in Appendix 911 and Appendix 911 NIM rather than in  
106 the Appendices used to describe the network obligations for traditional voice  
107 traffic. Terms for voice traffic and 911 traffic must be kept separate to reduce  
108 confusion, because 911 and traditional voice traffic are engineered and  
109 provisioned differently. For example, a CLEC may establish a single point of  
110 interconnection ("POI") for its voice traffic. However, because of the unique and  
111 critical nature of 911 traffic, a single POI is not appropriate and the CLEC should



112 establish a secondary POI for diversity. CLECs today have already established  
113 dedicated trunks and diverse facilities to each AT&T Illinois Selective Router  
114 that serves a PSAP in order to deliver their 911 traffic. If the 911 facility and  
115 trunking obligations were intermingled with the facility and trunk group  
116 obligations for traditional voice traffic, it would cause confusion as to how to  
117 identify and acknowledge the different network obligations.

118

119 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

120 A. First, in order to provide context for the issues raised in this arbitration, I will  
121 describe the current 911 network as deployed not only in Illinois, but across the  
122 country. As part of this description, I will explain the three different 911 routing  
123 scenarios that are implicated by the Petition. Within those scenarios, there are  
124 further breakdowns of call flows that will be discussed in order to fully appreciate  
125 all that is required to complete 911 traffic. Second, I will address the service  
126 aspects that are critical to 911 and will provide the Commission with AT&T  
127 Illinois' positions on the Issues I have identified. Finally, I will conclude with  
128 my recommendations to the Commission and explain why AT&T Illinois'  
129 proposed language should be adopted.

**911/E911 NETWORK OVERVIEW**

**Q. PLEASE BRIEFLY DESCRIBE HOW A 911 CALL COMPLETES TO AN EMERGENCY RESPONDER AND (“PSAP”) THE 911 NETWORK ELEMENTS INVOLVED.**

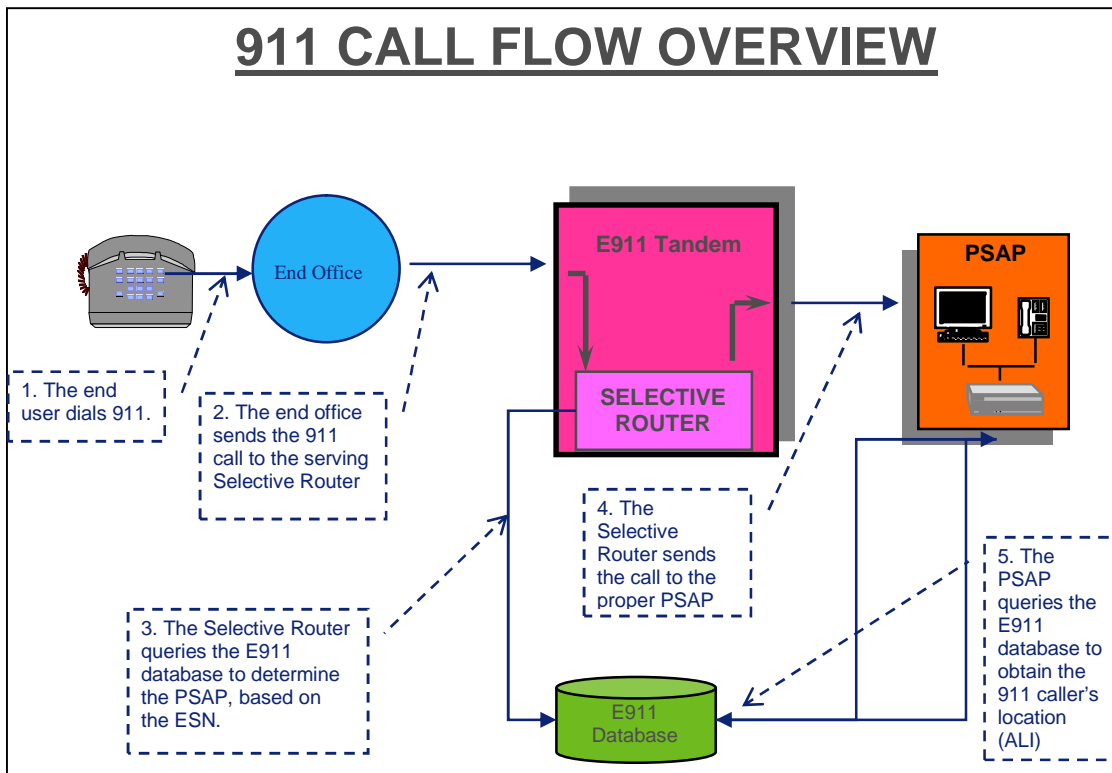
A. When an end user picks up the phone and dials 911, the call is sent to the end user’s serving end office in the same manner as any originating call. The end office switch routes the 911 call to the Selective Router (sometimes known as an E911 tandem) that serves the end office. In AT&T Illinois’ network, the Selective Router consists of additional hardware and software capabilities in twelve of AT&T Illinois’ central office switches. The Selective Router queries an E911 database to obtain the Emergency Service Number (“ESN”) that determines the correct PSAP, based on the originating end user’s telephone number or ANI (Automatic Number Identification),<sup>1</sup> then routes the call to the proper PSAP. The PSAP then queries that same E911 database to obtain the Automatic Location Identification (“ALI”) of the end user. This enables the PSAP to know the address of the 911 caller, so that the PSAP is better equipped to provide emergency service.

The key components of the E911 network are the Selective Router, the E911 database, and the facilities and trunks used to connect the components together.

The diagram below provides an overview.

---

<sup>1</sup> An E911 call uses the ANI digits at a couple of points in processing a 911 call, first as a reference to obtain the Emergency Service Number (“ESN”), which determines the correct PSAP to route the call to. The ANI digits are used again by the PSAP to determine the street address of the end user by indexing the ANI to the Master Street Address Guide (“MSAG”) in the Automatic Location Identification (“ALI”) database.



151

152 **Q. PLEASE DESCRIBE THE E911 DATABASE IN MORE DETAIL.**

153 A. The E911 database utilizes information from the 911 caller's service provider and  
154 the Master Street Access Guides ("MSAG") to provide the correct location  
155 information to the PSAP. AT&T Illinois, in conjunction with local emergency  
156 service authorities, develops the MSAG data, which contains street and house  
157 number information. AT&T Illinois provides CLECs with updated MSAG data,  
158 in the form of either an email or CD for the areas where the CLEC is providing  
159 competing voice services. CLECs use the MSAG information in preparing the  
160 end user information that they will enter into the E911 database. The information  
161 assists CLECs in making sure that the address information that they have for their  
162 end users is in a format that the E911 database can accept, and that the E911

163 database has the necessary routing information to route calls from that address to  
164 the correct PSAP. Carriers enter this information into the E911 database through  
165 the Database Management System (“DBMS”).

166

167 **Q. WHAT ARE THE THREE 911 ROUTING SCENARIOS THAT ARE**  
168 **IMPLICATED BY INTRADO’S PETITION?**

169 A. The three basic scenarios regarding 911 routing are:

170 1. Intrado delivers E911 traffic to AT&T Illinois for delivery to AT&T  
171 Illinois’ PSAP customers. This theoretically would involve traffic  
172 from Intrado’s end-users, but since Intrado will not have any end-  
173 users, it would only involve traffic from the end-users of other carriers  
174 that is aggregated by Intrado before being sent to AT&T Illinois.

175 2. AT&T Illinois delivers E911 traffic (originated by its own end users)  
176 to Intrado for completion to Intrado-served PSAPs.

177 3. A 911 call is transferred from a PSAP served by AT&T Illinois to a  
178 PSAP served by Intrado, or vice-versa. These are called PSAP-to-  
179 PSAP call transfers. Certain PSAPs serving adjacent areas may  
180 request that AT&T Illinois and Intrado offer the ability to transfer  
181 emergency calls between them (i.e., the PSAPs). This would require  
182 special arrangements between AT&T Illinois’ Selective Router and  
183 Intrado’s Selective Router and coordination with the PSAPs.

184 **Q. SHOULD TERMS AND CONDITIONS FOR SCENARIO 1 BE**  
185 **INCLUDED IN AN ICA?**

186 A. AT&T Illinois does not believe that Intrado is entitled to a Section 251/252 ICA,  
187 so the answer is no. If the Commission disagrees, however, AT&T Illinois has  
188 proposed terms and conditions for this scenario like those it provides to  
189 traditional CLECs.

190

191 **Q. SHOULD TERMS AND CONDITIONS FOR SCENARIO 2 BE**  
192 **INCLUDED IN AN ICA?**

193 A. No. Ms. Pellerin discusses why this is improper from a regulatory policy  
194 perspective in her testimony concerning Issue 1. I discuss the network and  
195 technical aspects of Scenario 2 later with respect to Issues 8, 10(b) and 11(a).  
196 Terms and conditions for Scenario 2 should be included in a separate non-Section  
197 251/252 commercial agreement.

198

199 **Q. HAS AT&T ILLINOIS NEVERTHELESS PROVIDED LANGUAGE**  
200 **REGARDING SCENARIO 2?**

201 A. Yes, but only out of an abundance of caution. AT&T Illinois does not believe the  
202 ICA should contain any terms and conditions regarding Scenario 2 at all. If the  
203 Commission were to disagree, however, the language that AT&T Illinois would  
204 propose is included in Sections 5 and 6 of the 911 Appendix. If the Commission  
205 agrees with AT&T Illinois that Scenario 2 is not properly included in a Section  
206 251/252 agreement, no language is required.

207

208 **Q. SHOULD TERMS AND CONDITIONS FOR SCENARIO 3 BE**  
209 **INCLUDED IN A SECTION 251/252 ICA?**

210 A. No. Scenario 3 involves the transfer of calls from an AT&T Illinois-served  
211 PSAP to an Intrado-served PSAP, which would occur by sending the 911 call  
212 through AT&T Illinois' Selective Router to Intrado's Selective Router, or vice  
213 versa. Intrado seeks to dictate ICA terms that require such PSAP-to-PSAP call  
214 transfers. These terms are not appropriate for inclusion in a Section 251/252  
215 ICA. AT&T Illinois simply proposes to deal with Intrado in the same way it has  
216 successfully dealt with other carriers and PSAPs in this situation by establishing a  
217 separate, non-Section 251/252 commercial agreement. I more fully discuss this  
218 issue in Issue 12.

219

220 **GENERAL COMMENTS**

221 **Q. DOES INTRADO SEEK AN INTERCONNECTION ARRANGEMENT**  
222 **THAT WOULD PERMIT INTRADO TO ENTER THE MARKET AND**  
223 **COMPETE ON A LEVEL PLAYING FIELD WITH AT&T?**

224 A. No. Intrado is seeking to establish an interconnection arrangement that would  
225 improperly shift Intrado's network and facility costs to AT&T Illinois, as I will  
226 discuss. Intrado also seeks to radically change the way 911 traffic has been  
227 successfully routed for many years when an AT&T Illinois wire center is split  
228 between PSAPs that AT&T Illinois and another carrier serve.

229

230 **Q. IN THIS ARBITRATION, WHAT ARE THE MAJOR ISSUES INTRADO**  
231 **INTRODUCES FROM A 911 NETWORK PERSPECTIVE?**

232 A. There are two major network issues. The first is how 911 traffic is routed  
233 between AT&T Illinois and Intrado (Issues 7 and 8), and the second is the  
234 location of the Point of Interconnection ("POI") (Issues 9, 10, and 11).

235

236 **Q. WHAT DO YOU MEAN BY A COMMERCIAL AGREEMENT?**

237 A. Intrado's interconnection request is unlike anything a typical CLEC would ever  
238 make or would be entitled to. Its proposals issues would affect every ILEC, ICO  
239 (rural independent), or any carrier that wants to send 911 calls to Intrado. Intrado  
240 proposes two POIs in the entire state for every carrier to establish with Intrado.  
241 Then, Intrado wants to entirely change the routing practices for 911 traffic, for its  
242 own financial benefit. Both proposals would have a major impact on cost  
243 allocation and fundamental network and routing practices for this critical traffic  
244 for carriers that would want to route their 911 traffic to Intrado. This is not  
245 something that can or should be decided in a two-party arbitration. I am not an  
246 attorney, but in my understanding, Section 251 and the FCC rules under 251  
247 simply do not contemplate or address competitive 911 service. They only deal  
248 with access to 911 databases, which is already addressed with Intrado via a non-  
249 251/252 commercial agreement, not the special aspects of 911 service and  
250 interconnection among competing 911 providers. Accordingly, either the FCC  
251 should handle such matters or, if the Commission were to address them, it should  
252 act only with input from all the stakeholders involved with 911. If Intrado wants  
253 to interconnect in the meantime, AT&T Illinois would be happy to discuss a non-  
254 251/252 commercial agreement. As AT&T Illinois has made clear, it has no

problem entering into non-Section 251/252 agreements to cover the only relevant scenarios here, Scenarios 2 and 3, just as it has done with other carriers and PSAPs. Entering into such agreements would give Intrado everything it purports to need to compete on a level playing field with AT&T Illinois. Additionally, AT&T Illinois has tariffed facilities made publicly available for purchase, which would give Intrado all three of the network functionalities Intrado agrees are necessary. My suspicion is that Intrado is seeking to use Section 251(c) not to achieve a level playing field, but rather to obtain an unwarranted regulatory advantage.

**Q. PLEASE EXPLAIN.**

A. Intrado seeks to use Section 251(c) to shift its costs to AT&T Illinois and impose one-sided obligations on AT&T Illinois. These proposals are unprecedented, unjustified, and unsupported. Thus, even if the Commission decides that Intrado is entitled to obtain interconnection under Section 251(c), it should reject Intrado's demands and the radical, costly duties they seek to impose on AT&T Illinois and other carriers. Instead, Intrado would have to be treated like any other CLEC seeking interconnection under Section 251(c).

#### **SPECIFIC ARBITRATION ISSUES**

**Issue 5: What trunking and traffic routing arrangements should be used for the exchange of traffic generally?**

**Appendix ITR: § 4.2**

**Q. WHAT IS THE DISPUTE REGARDING APPENDIX ITR § 4.2?**



279 A. This dispute involves only non-911 traffic. The parties disagree on whether  
280 Intrado should be required to establish trunks to each AT&T Illinois local tandem  
281 in a LATA where Intrado offers non-911 service (as AT&T Illinois proposes by  
282 using the word “shall”), or whether Intrado could decide not to establish trunks to  
283 each such tandem (as Intrado proposes by using the word “may”).

284

285 **Q. WHAT IS THE DIFFERENCE BETWEEN FACILITIES AND TRUNKS?**

286 A. A facility is a physical medium used to connect two points on a network or two  
287 different networks. Facilities in the AT&T Illinois network are primarily made of  
288 copper or fiber optic cable. Facilities are used to establish physical connectivity  
289 between two points. When two telecommunications companies interconnect their  
290 networks together, facilities are physically connected, linking the two networks to  
291 one another. The point at which this connecting or linking takes place is known  
292 as the Point of Interconnection (“POI”). The physical linking of the two  
293 companies’ facilities creates an end-to-end facility path that will allow each  
294 company to establish the trunking network between their switches. It is common  
295 to see facilities referred to in terms of their data capacity, such as DS1, DS3,  
296 OC3, OC12, etc.

297

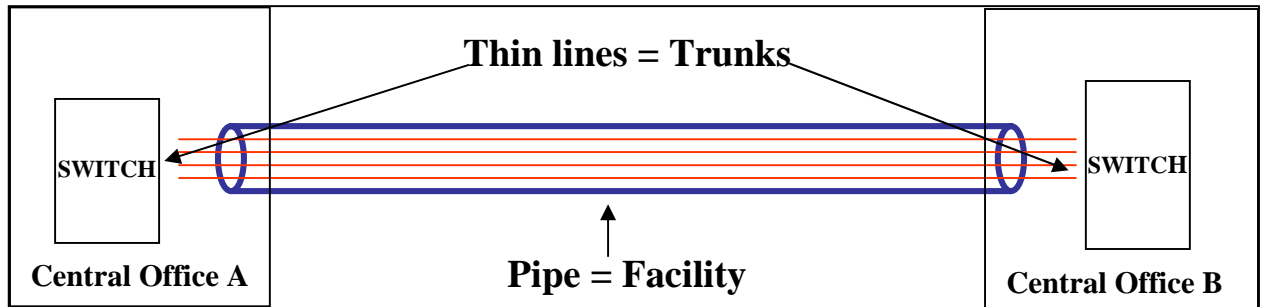
298 Trunks utilize ports on a switch and are used to create a dedicated talk path from  
299 one switch to another. Between switches, there is typically a need for more than  
300 one talk path, so multiple trunks are grouped together by software in what is  
301 referred to as a Trunk Group (“TG”). Each TG will be dedicated for calls

between the two switches. When an end user served by one switch wants to call an end user served by another switch, the originating switch routes the call to a particular TG, based on the NPA-NXX (dialed digits) of the end user being called. Within the TG, an idle trunk is identified and is then dedicated to that call for the duration of the call. Consequently, no other call can use that trunk until the current call is completed. Consequently, in the 911 arena, the dialed digits 911 are referred to as an “N11” code, whereas N is a number between 2-9. Routing to a TG is performed in the same manner, using the dialed digits to “steer” the call through the network.

**Q. IS IT POSSIBLE TO ESTABLISH TRUNKS WITHOUT FACILITIES?**

A. No. Trunks ride over facilities. Without a facility to ride, calls between switches cannot be established. Similarly, simply having a facility between two points is not enough to complete a call. A trunk must ride the facility for a call to be completed. Trunks and facilities work hand-in-hand so calls can be completed. The distinction between a trunk and a facility is illustrated in the diagram below. In this illustration a physical facility (e.g., DS1) exists between Central Office A and Central Office B (the pipe shown in blue). Trunks (represented by the thin lines) are then provisioned over the facility to establish the talking between the switches.

323



324

325

326 **Q. WHY SHOULD INTRADO BE REQUIRED TO ESTABLISH A TRUNK**  
327 **GROUP TO EACH AT&T ILLINOIS TANDEM?**

328 A. As a threshold matter, I note that this issue actually should be moot, since Intrado  
329 has not said it intends to provide non-911 service. If the Commission does reach  
330 the issue, Intrado should establish a trunk group to each of these tandems for non-  
331 911 traffic for at least three reasons: (1) without such trunk groups there is a  
332 possibility that there could be misrouted traffic or blocked calls; (2) without such  
333 trunk groups traffic would have to be double-tandemed (i.e., switched by two  
334 separate tandems), thereby contributing to tandem exhaust; and (3) Intrado would  
335 not pay for the transport from the POI to each tandem, so it should have no  
336 objection to AT&T Illinois' proposal. The Commission should adopt AT&T  
337 Illinois' language, as it is necessary for the completion of traffic to the right end  
338 office and ultimately the right end user.

339

340 **Q. IS AT&T ILLINOIS' PROPOSAL STANDARD PRACTICE IN THE**  
341 **INDUSTRY AND NECESSARY TO PREVENT BLOCKED OR**  
342 **MISROUTED CALLS?**

343 A. Yes. Unlike Intrado's proposal, AT&T Illinois' proposal follows the routing  
344 principles embraced by the industry using the Local Exchange Routing Guide  
345 ("LERG"). The LERG is the national routing database. All LECs use this  
346 database to input their NPA-NXX information and list the Local, Feature Group  
347 B and D tandems where they want other carriers not directly interconnected with  
348 them to route their traffic. Not routing per the LERG will result in misrouted  
349 traffic and possibly blocked calls. AT&T Illinois seeks to avoid misrouted traffic  
350 and blocked calls by requiring Intrado to follow standard practice and LERG  
351 principles.

352

353 **Q. ARE THERE OTHER ASPECTS WITH INTRADO'S ROUTING**  
354 **PROPOSAL THAT CAN CAUSE INEFFICIENCIES IN THE NETWORK**  
355 **AND DRIVE COSTS ONTO AT&T ILLINOIS?**

356 A. Yes. AT&T Illinois is also concerned with tandem exhaust if Intrado does not  
357 establish a trunk group to each tandem. Normally, carriers transit traffic through  
358 an ILEC's tandem to be delivered to an end office that "subtends" that tandem.  
359 This is an industry term used to signify that a group of end offices uses a tandem  
360 as a collection point for carriers that do not have direct end office trunking. It is  
361 not normal for carriers to send traffic to a tandem destined for an end office that is  
362 not part of that grouping, since each call that would be delivered to the wrong  
363 tandem would require two additional switch ports and would have to be switched  
364 at two different tandems (in addition to switching at the end office). There are

365 fifteen tandems in the Chicago area, and each one that is added would not gain its  
366 maximum available capacity if carriers were allowed to misroute traffic.

367  
368 **Q. DOES MR. HICKS CONFUSE FACILITIES AND TRUNKS IN HIS**  
369 **ASSERTION THAT ESTABLISHING A TRUNK GROUP TO EACH**  
370 **TANDEM UNDERMINES INTRADO'S RIGHT TO A SINGLE POI<sup>2</sup>?**

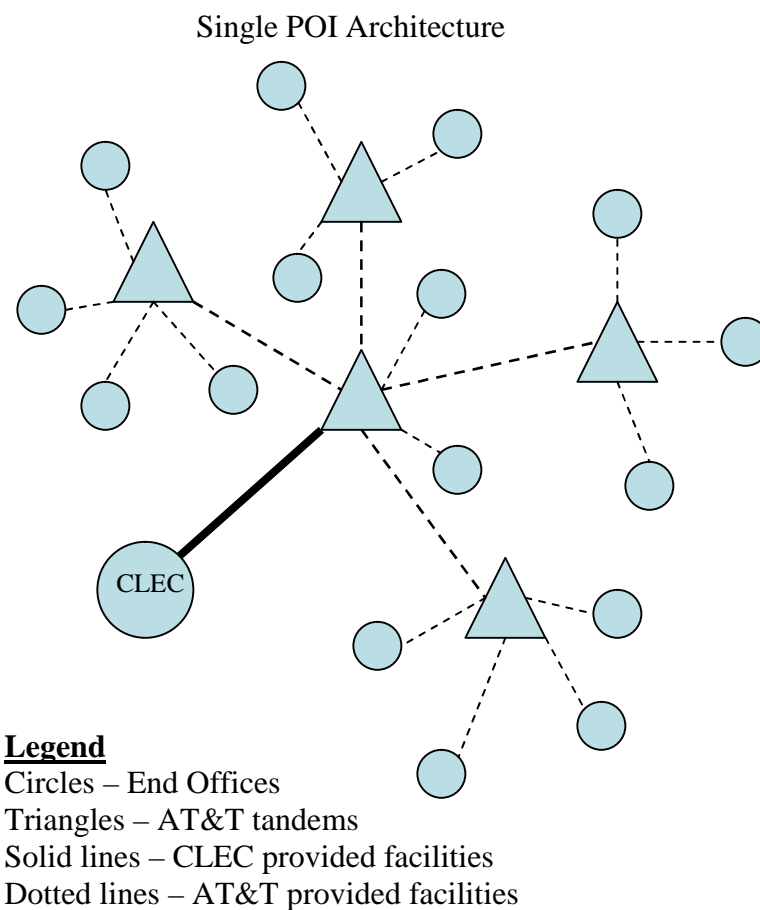
371 A. Yes. Mr. Hicks argues that requiring Intrado to establish trunking to every  
372 tandem "would undermine Intrado's rights to establish a single POI" by making  
373 Intrado financially responsible for facilities on AT&T Illinois' side of the POI.  
374 (Hicks Direct at 10). This issue has nothing whatsoever to do with facilities. If  
375 Intrado elects to use a single POI for non-911 traffic – as it is entitled to do -  
376 AT&T Illinois will provide the facilities on its side of the POI for any tandem  
377 involved. Stated another way, AT&T will physically transport the traffic from  
378 the POI to every tandem in the LATA at its own expense. AT&T Illinois is only  
379 requesting that Intrado establish a separate logical *trunk* for each tandem so that  
380 when it hands off traffic at the POI, calls can be directly routed from the POI to  
381 the tandem serving the end office to which the call will terminate. Without this  
382 arrangement, AT&T Illinois will be required to switch the call at least three times  
383 – once at the tandem where the POI is, again at the Tandem serving the end  
384 office, and again at the end office serving the called party.

385  

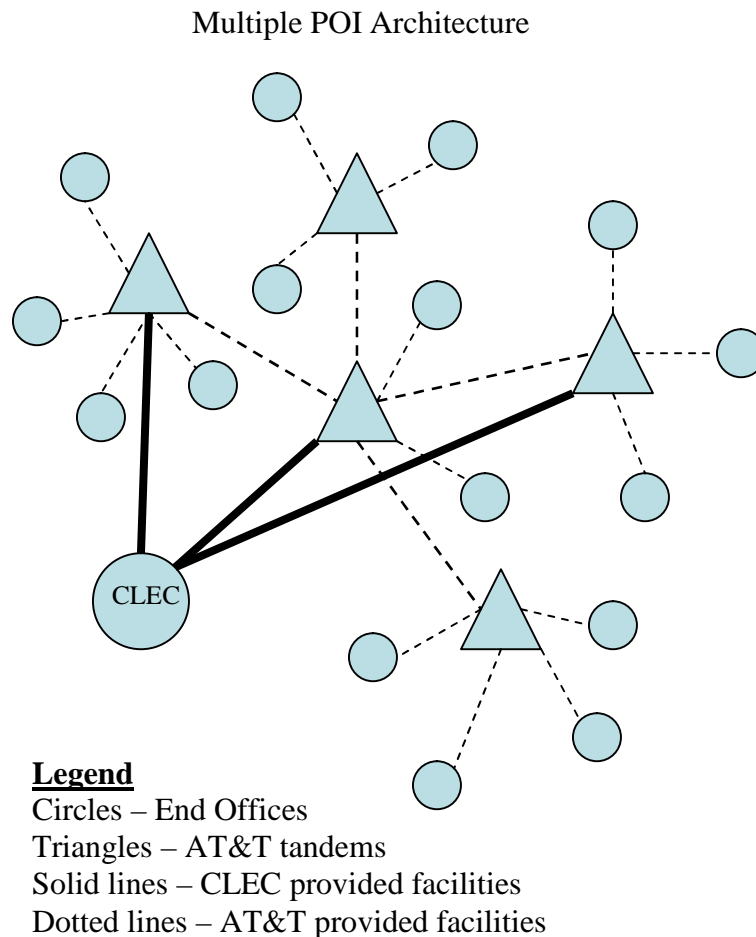
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<sup>2</sup> Hicks Direct at page 10.

386 Below are diagrams depicting the facility arrangements in a LATA served by five  
387 tandems. The first shows a single POI arrangement, while the second is a  
388 multiple POI architecture. As the diagram illustrates, the trunk groups that ride  
389 these facilities are circuits from switch-to-switch and a CLEC could establish  
390 trunks to all of the switches on the diagrams and still only be responsible for the  
391 facilities on its side of the POI.



392



393 **Issue 7: When Intrado is the designated 911/E911 service provider and**  
394 **AT&T's end office has end users served by more than one 911**  
395 **selective router network:**

396 a) **Is AT&T required to implement “line attribute routing” rather**  
397 **than using primary/secondary routing?**

398

399 **Appendix 911: §§ 6.1.1, 6.1.1.1**

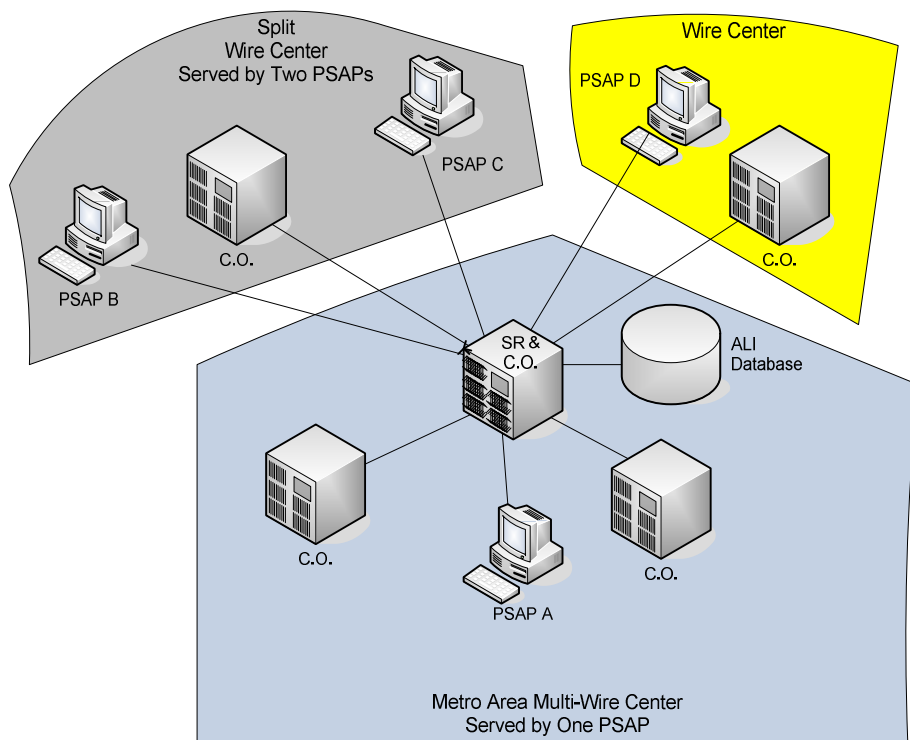
400 **Q. WHAT ARE THE DISPUTES UNDER ISSUE 7?**

401 A. The disputes involve the routing of 911 calls in “split” wire centers, i.e., AT&T

402 Illinois wire centers covered by two PSAPs, one served by AT&T Illinois and the

other by Intrado.<sup>3</sup> As I will explain, AT&T Illinois has long used a Primary/Secondary Selective Router system to route 911 calls in split wire centers and proposes to continue using that well-established system with Intrado. Intrado, however, proposes in Issue 7(a) to require AT&T Illinois to completely abandon that system for an entirely new system not used anywhere in the country. Alternatively, in Issues 7(b) and (c), Intrado proposes to radically alter that system in a manner that is neither necessary nor efficient, but that would be entirely to Intrado's financial advantage.

Below is a diagram depicting a typical overlapping scenario in a split wire center:



<sup>3</sup> A wire center boundary follows the local loop cable footprint serving a specific geographic area and may or may not overlap municipal jurisdictions. Since PSAPs typically follow municipal or other governmental jurisdictions, a wire center may encompass the territory of two or more PSAPs that are served by different carriers (e.g., one by AT&T Illinois and one by Intrado) and thus be "split."



417 **Q. HOW IS THE ROUTING OF 911 CALLS HANDLED IN SPLIT WIRE**  
418 **CENTERS IN AT&T ILLINOIS' SERVICE AREA?**

419 A. Since the inception of 911, 911 calls in a split wire center have been routed to a  
420 designated "Primary" Selective Router, which then either routes the call directly  
421 to a PSAP served by that router or, if necessary, sends the call to the "Secondary"  
422 Selective Router (the one owned by the other carrier serving a PSAP for that wire  
423 center), which then sends the call to the correct PSAP served by that router. The  
424 determination of which carrier's selective router is Primary and which is  
425 Secondary is based on which router serves PSAPs that serve the clear majority of  
426 access lines in the wire center. This is the fairest, most logical, and most efficient  
427 method for routing 911 calls in split wire centers and is the method that carriers in  
428 the industry continue to use today. For example, this is how AT&T Illinois deals  
429 with wire centers that are split between its PSAP customers and PSAP customers  
430 of an adjacent ILEC.

431

432 **Q. IS THIS METHOD RELIABLE?**

433 A. Yes, it is extremely reliable and has been time-tested. The same ALI database is  
434 used to route calls at the Primary Selective Router as is used to provide the PSAP  
435 with the end-user's location. This is a centralized database that is as accurate as  
436 any database can be and is tested on an ongoing basis. Indeed, in the Cincinnati  
437 Bell-Intrado arbitration in Ohio, Intrado witness Mr. Melcher admitted that using  
438 this kind of "dual selective router" arrangement in a split wire center "works

439 perfectly fine.”<sup>4</sup> Similarly, Mr. Melcher admitted in Florida that “the selective  
440 routers currently being used by AT&T are reliable.”<sup>5</sup>

441

442 **Q. DOES AT&T ILLINOIS PROPOSE TO USE THIS SAME METHOD FOR**  
443 **ROUTING 911 TRAFFIC IN WIRE CENTERS THAT ARE SPLIT WITH**  
444 **INTRADO?**

445 A. Yes.

446

447 **Q. DOES USING THE PRIMARY/SECONDARY SELECTIVE ROUTER**  
448 **METHOD IMPOSE ANY ADDITIONAL COSTS ON INTRADO OR AN**  
449 **INTRADO PSAP CUSTOMER?**

450 A. No.

451

452 **Q. WHAT IS INTRADO’S PROPOSAL ON THIS ISSUE?**

453 A. Intrado seeks to require AT&T Illinois to abandon the Primary/Secondary system  
454 altogether and instead require AT&T Illinois (and all other carriers) to implement  
455 and pay for an entirely new system called class marking (or “Line Attribute  
456 Routing,” as Intrado tries to rename it).<sup>6</sup> I will use the term “class marking”  
457 because that is the commonly used industry term for what Intrado is proposing –  
458 and it is considered lethal to E911 routing within the industry.

459

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<sup>4</sup> *Petition of Intrado Comms. Inc.*, Case No. 08-537-TP-ARB, July 29, 2008 Transcript, Vol. I at 93-94 (“Cincinnati Bell-Intrado Transcript”) (Attachment MN-2 hereto).

<sup>5</sup> *Petition by Intrado Comms., Inc.*, Fla. Pub. Serv. Comm’n Docket No. 070736-TP, June 20, 2008 Transcript, Vol. 1 at 229 (“AT&T Florida-Intrado Transcript”) (Attachment MN-3 hereto).

<sup>6</sup> Class Marking and Line Attribute Routing are essentially the same, though Intrado claims that Line Attribute Routing is an automated version of class marking.

460 **Q. WHAT IS CLASS MARKING?**

461 A. Class marking would be used to perform individual line screening on each and  
462 every subscriber line in a split wire center. Thus, instead of routing 911 calls to a  
463 Primary Selective Router (as it is done today), every 911 call in the split wire  
464 center would be routed directly to a PSAP from each end office, or in the case of  
465 Intrado, to Intrado's Selective Router.

466

467 **Q. DOES AT&T ILLINOIS OR ANY ILEC OR CLEC IN THE COUNTRY**  
468 **THAT YOU KNOW OF USE CLASS MARKING OR "LINE ATTRIBUTE**  
469 **ROUTING" FOR 911 CALLS?**

470 A. No, and Intrado has not been able to identify any.<sup>7</sup>

471

472 **Q. DOES THE NATIONAL EMERGENCY NUMBER ASSOCIATION**  
473 **("NENA") RECOMMEND USING CLASS MARKING FOR 911 CALLS?**

474 A. No. NENA has issued a recommended Standard for E9-1-1 Default Assignment  
475 and Call Routing Functions.<sup>8</sup> This standard "identifies and defines methods used

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<sup>7</sup> AT&T Florida-Intrado Transcript, Vol. 1 at 183 (Attachment MN-3) (Testimony of Intrado's Mr. Hicks):

Q. Okay. Thank you. Now line attribute routing, currently there's no ILEC anywhere in the United States that's using line attribute routing, is there?

A. No, sir.

Q. And to your knowledge no ILEC in the United States has ever used line attribute routing; is that correct?

A. They've never used line attribute routing. They've used variations of it and had problems, but they have not used line attribute routing as requested by Intrado Comm.

Q. Okay. And you can't identify any CLEC anywhere in the United States that's using line attribute routing, can you?

A. I can't – no, sir, I cannot specifically state a CLEC is currently, whether they are or are not doing line attribute routing.

<sup>8</sup> Attachment MN-1 hereto

476 to assign defaults and route 9-1-1 calls when circumstances prevent normal  
477 selective routing.”<sup>9</sup> Under normal circumstances, selective router capabilities are  
478 always available, and it could be potentially catastrophic to allow a network  
479 designed specifically to serve public safety to not use a selective router. That  
480 document states that “NENA does not recommend the use of LCCs.”<sup>10</sup> LCC  
481 stands for Line Class Codes, which is the name for the individual line screening  
482 that would have to be used for class marking.

483  
484 **Q. IN ADDITION TO THE FACTS THAT NO CARRIER TODAY USES**  
485 **CLASS MARKING FOR 911 CALLS AND NENA RECOMMENDS**  
486 **AGAINST IT, ARE THERE ANY OTHER THRESHOLD ISSUES THAT**  
487 **WOULD PRECLUDE ADOPTING INTRADO’S PROPOSAL?**

488 A. Yes. First, Intrado’s proposal seeks to dictate how AT&T Illinois routes 911  
489 traffic on AT&T Illinois’ side of the parties’ point of interconnection (“POI”).  
490 Although I am not an attorney, it is my understanding that a carrier is technically  
491 and financially responsible for traffic on its side of the POI. I interpret this to  
492 mean that each carrier is responsible for routing and carrying traffic on its own  
493 side of a POI, and that other carriers cannot dictate how a carrier routes and  
494 carries traffic on its own side of the POI. As long as AT&T Illinois gets Intrado-  
495 bound 911 traffic to the POI, Intrado should not be able to dictate how it does so.

---

<sup>9</sup> *Id.* at 1.1

<sup>10</sup> *Id.* at 2.4.8.5

Second, Intrado claims that class marking is a form of interconnection under Section 251(c), but it is my understanding that requesting carriers are required to pay the costs of new or expensive forms of interconnection, which Intrado refuses to do.

Third, Intrado claims that class marking is superior in quality to the Primary/Secondary selective router method. AT&T Illinois does not agree, but if Intrado were correct AT&T Illinois would not be required to implement class marking, since Section 251(c) does not require ILECs to implement “superior quality” proposals.

Fourth, class marking for 911 traffic is an untested methodology and would require a dramatic change for the industry as a whole. It would be counterproductive to implement a system that de-centralizes the handling of call routing data necessary to route 911 calls. Something that has already been addressed in industry groups and rejected due to potential misrouted 911 calls should not be imposed in a two-party arbitration.

**Q. WHAT ARE SOME OF THE SPECIFIC PROBLEMS WITH CLASS MARKING FOR 911?**

A. At a high level, Intrado’s class marking proposal would replace a well-established, highly reliable system (the Primary/Secondary Selective Router system) with a new, untried system that would not provide any gain in reliability

520 or service quality. To the contrary, implementing class marking would create  
521 serious reliability concerns. Furthermore, implementing class marking would be  
522 extremely complex, expensive, and time-consuming. And Intrado is not willing  
523 to pay a penny of those costs, preferring instead to shift the entire burden to  
524 AT&T Illinois (and other carriers that implement it), which would have no way to  
525 recover those expenses.

526  
527 **Q. WHY DOES CLASS MARKING PRESENT RELIABILITY CONCERNS?**

528 A. Class marking presents serious reliability concerns because it would replace the  
529 use of the centralized database in the selective router, where all the relevant 911  
530 call information is maintained, with reliance on changes being made on *every* line  
531 in *every* split wire center. The Selective Router Database ("SRDB") is centrally  
532 maintained and all customer service orders are updated regularly into this  
533 database. By moving the intelligence away from the SRDB and into split wire  
534 center end offices, each of these end offices will be required to perform as a  
535 selective router for every 911 call. This creates a risk of 911 misroutes for each  
536 customer in a split wire center. Instead of using the time-tested process of  
537 updating the SRDB to correlate the customer's telephone number (ANI) to their  
538 street address (ALI), literally thousands of translations changes would be required  
539 in each affected end office to make the same correlation.

540  
541 **Q. PLEASE SUMMARIZE THE KIND OF WORK AT&T ILLINOIS**  
542 **WOULD HAVE TO DO TO IMPLEMENT CLASS MARKING FOR 911**  
543 **IN A SPLIT WIRE CENTER.**

544 A. At the wire center level, class marking would require that special, complicated  
545 switch translations (software) be built into every split wire center switch for each  
546 class of service (e.g., 1FR and 1MB11) and for each PSAP served within the split  
547 wire center office. This would require thousands of minute translations changes  
548 across the network. In addition, AT&T Illinois would have to make a parallel  
549 amount of changes to its provisioning and billing systems, which would be  
550 required to properly identify which street address ranges should route to which  
551 PSAPs. AT&T Illinois' provisioning systems are a well integrated series of  
552 computer systems that each handle different aspects of service provisioning.  
553 Each of these systems would require new software programming, testing, and  
554 implementation prior to general application use.

555  
556 Once all of these system changes were made, then the project of converting every  
557 individual customer line in every split wire center would begin. Each line would  
558 require a service order to be issued to change the properties associated with the  
559 individual customer's service to "Class Mark" that line to the correct PSAP.  
560 These kinds of changes present innumerable opportunities for human errors or  
561 other errors that could reduce the reliability of 911 service in split wire centers.  
562 Intrado seeks this enormous undertaking for no apparent service improvement. In  
563 fact, I have been involved with routing and network arrangements for 911 traffic

---

<sup>11</sup> The symbols 1FR and 1MB are examples of class of service designations for single line flat rate residential local exchange service and single line measured rate business local exchange service. There are numerous classes of service depending on the service and rate plan provided to the end user.

564 for much of my career, and within the industry class marking is viewed as an  
565 inferior method of handling split wire centers, due to the increased risk of  
566 misrouting critical 911 calls.

567

568 **Q. WOULD IMPLEMENTING CLASS MARKING ALSO BE EXPENSIVE**  
569 **AND TIME-CONSUMING?**

570 A. Yes. The costs of implementing class marking would be enormous in terms of  
571 the necessary hardware and software changes, not to mention the opportunity cost  
572 of diverting a significant amount of AT&T Illinois' resources away from other  
573 projects. The network-related costs and the costs to update the ordering and  
574 provisioning processes and systems would certainly run into the millions of  
575 dollars.

576

577 **Q. IS INTRADO AWARE OF THE SIGNIFICANT COSTS INVOLVED AND**  
578 **TIME THAT WOULD BE NEEDED TO EVEN TRY TO IMPLEMENT**  
579 **CLASS MARKING?**

580 A. Yes. In the Cincinnati Bell arbitration in Ohio, for example, Intrado's Mr. Hicks  
581 admitted that to implement class marking:

- 582 • "[T]here is [sic] changes that would have to occur in  
583 the [ILEC's switching] fabric. There is no denying  
584 that." Cincinnati Bell-Intrado Transcript, Vol. I at  
585 198 (Attachment MN-2);
- 586 • "[T]here would be a requirement to extract all of the  
587 central office records and reprovision them and



reprocess them through the new process of assigning  
a line attribute value.” *Id.* at 199;

- The ILEC “would be required . . . to modify [its]  
provisioning platform.” *Id.*;
- “[T]here would be a requirement for every central  
office that split to have an index or a screening table  
built so it knows which trunk group to select when  
that party calls 911 based on the line attribute value  
that’s stored with that particular telephone line.” *Id.*  
at 199-200 and 257;
- “[T]he modules and the software that’s used for  
service order provisioning would have to be  
modified; there’s no denying that there would be a  
cost associated with that.” *Id.* at 256;
- The ILEC’s “recent change applications systems  
likely would have to be modified.” *Id.*

**Q. WOULD THERE ALSO BE COSTS OF UNDOING CLASS MARKING IF  
A PSAP CUSTOMER ELECTED TO STOP USING INTRADO?**

**A.** Yes, and those costs too could be substantial.

**Q. SINCE INTRADO IS THE ONE REQUESTING CLASS MARKING FOR  
ITS OWN BENEFIT, HAS IT OFFERED TO PAY THE COSTS TO  
IMPLEMENT CLASS MARKING?**

612 A. No. AT&T Illinois would gain absolutely no revenue from implementing class  
613 marking and would not improve its quality of service, yet Intrado would have  
614 AT&T Illinois bear 100% of the costs to implement this new, untried system for  
615 Intrado's benefit. As Intrado's Mr. Hicks admitted, "I have no idea how you  
616 could cover your costs [of implementing Class Marking]." Cincinnati Bell-  
617 Intrado Transcript, Vol. I at 300 (Attachment MN-2).

618

619 **Q. INTRADO HAS TRIED TO ARGUE THAT AN ILEC COULD REDUCE**  
620 **ITS EXPENSES BY IMPLEMENTING CLASS MARKING (HICKS AT**  
621 **21). IS THAT TRUE?**

622 A. No. As Intrado's Mr. Hicks has admitted, implementing class marking would not  
623 remove an ILEC's need to keep and maintain its selective router. Cincinnati Bell-  
624 Intrado Transcript, Vol. I at 202 (Attachment MN-2). In fact, quite the opposite  
625 is true. Beyond the additional cost of implementing class marking, if class  
626 marking were implemented an ILEC would need to maintain the equivalent of a  
627 selective router database in each affected end office.

628

629 **Q. DO ANY OF THE PROBLEMS WITH INTRADO'S CLASS MARKING**  
630 **PROPOSAL EXIST WITH AT&T ILLINOIS' PROPOSAL?**

631 A. No. AT&T Illinois' proposal is to maintain the well-established, highly reliable  
632 system in place today, which imposes no additional costs on Intrado or PSAPs.

633

634 **Q. GIVEN ALL THESE PROBLEMS, WHY IS INTRADO SEEKING TO**  
635 **IMPOSE CLASS MARKING ON AT&T ILLINOIS (AND ALL OTHER**  
636 **CARRIERS)?**

637 A. The only attempted justification I have heard Intrado give in other cases is that  
638 Intrado wants to replace the Primary/Secondary Selective Router system, no  
639 matter what the costs or risks, in order to avoid having Intrado or its PSAP pay  
640 AT&T Illinois for selective routing when AT&T Illinois is the Primary Selective  
641 Router and sends 911 calls to Intrado for delivery to that PSAP.

642

643 **Q. DOES THAT MAKE SENSE?**

644 A. No. I don't think it makes sense in any context, but it especially makes no sense  
645 in Illinois. In Illinois, AT&T Illinois is not compensated for performing the 911  
646 Primary Selective Router function. That is, AT&T Illinois does not charge other  
647 carriers or PSAPs for selective routing in split wire centers when it is the Primary  
648 Selective Router. Thus, Intrado's alleged fear of having to pay AT&T Illinois as  
649 the Primary Selective Router is unfounded, which removes the basis for its class  
650 marking request.

651

652 **Q. INTRADO CLAIMS THAT IT IS SOMEHOW DISCRIMINATORY FOR**  
653 **AT&T ILLINOIS NOT TO IMPLEMENT CLASS MARKING FOR**  
654 **INTRADO'S BENEFIT. (SPENCE-LENSS AT 21). IS IT?**  
655

656 A Absolutely not. Intrado has admitted that neither AT&T Illinois, nor any other  
657 AT&T ILEC, nor any other ILEC or CLEC in the country that it knows of uses  
658 class marking for 911 calls. Since that is so, it cannot possible be discriminatory  
659 for AT&T Illinois to refuse to implement this entirely new, untested, and costly  
660 routing method for Intrado's benefit. Indeed, doing so would be treating Intrado

661 differently from all other carriers. Moreover, Intrado is not even asking for the  
662 same Appendix 911 contract language that AT&T Illinois uses with CLECs, so  
663 AT&T Illinois obviously has not denied Intrado anything that it offers to other  
664 CLECs.

665

666 **Q. BUT WHAT ABOUT INTRADO'S CLAIM THAT ALL IT WANTS IS**  
667 **FOR AT&T ILLINOIS TO ESTABLISH DIRECT TRUNKS FROM ITS**  
668 **END OFFICES IN A SPLIT WIRE CENTER TO INTRADO'S**  
669 **SELECTIVE ROUTER, REGARDLESS OF WHETHER IT USES CLASS**  
670 **MARKING?**

671

672 **A.** That claim is deliberately misleading and a red herring. Mr. Hicks admitted  
673 under oath in Ohio that he does not know of any way AT&T Illinois could  
674 implement such direct trunking for 911 calls without using class marking (or  
675 what he calls "line attribute routing," which is the same thing). Thus, the issue  
676 here really is all about class marking, and Intrado is just trying to cover that up by  
677 acting as if direct trunking is something different. Moreover, as I noted above, it  
678 is my understanding that one carrier does not have authority to dictate how  
679 another carrier routes traffic on its side of a POI.

680

681 **Q. IS AT&T ILLINOIS PROPOSING TO TREAT INTRADO JUST LIKE IT**  
682 **TREATS OTHER 911 PROVIDERS IN SPLIT WIRE CENTERS TODAY?**

683

684 **A.** Yes. If Intrado were the only 911 provider in a wire center (that is, it served all  
685 the PSAPs covering the area served by the wire center), AT&T Illinois would  
686 establish direct trunks from its end offices to Intrado's selective router, just as it  
687 would do for any other carrier today. And in a split wire center, AT&T Illinois

688 would establish direct trunks from its end offices to the Primary Selective Router,  
689 whoever may operate it, just as it would do for any other carrier today. In neither  
690 case does AT&T Illinois need to use class marking. This is also the way AT&T  
691 Illinois routes 911 traffic "to itself."

692

693 **Q. INTRADO ALSO CLAIMS THAT AT&T ILLINOIS REQUIRES CLECS**  
694 **TO ESTABLISH DIRECT TRUNKS TO AT&T ILLINOIS' SELECTIVE**  
695 **ROUTER. HOW DOES AT&T ILLINOIS TYPICALLY PROVIDE**  
696 **911/E911 SERVICE TO CLECS?**

697 A. At the outset, I should note that Intrado has not shown that AT&T Illinois  
698 requires CLECs to do anything. Nor could it. Intrado merely points to AT&T  
699 Illinois' generic contract offer, which a CLEC can either voluntarily accept or  
700 else reject and negotiate for something else. Most importantly, AT&T Illinois  
701 does not and would not request that any CLEC use class marking for 911 calls.

702

703 Unlike Intrado, typical CLECs offer competing voice service and interconnect to  
704 AT&T Illinois for the purpose of providing that service. As an ancillary part of  
705 that service, a CLEC offers the capability for its end users to access the proper  
706 PSAP for 911. AT&T Illinois therefore offers the ability for the CLEC to  
707 establish facilities and trunks from its end office to an AT&T Illinois selective  
708 router, as well as the ability for the CLEC to enter and update its end users'  
709 information in the E911 database. AT&T Illinois includes these provisions for  
710 CLECs in its generic ICA. This is Scenario 1 that I discussed above. Intrado  
711 seems to think that simply because CLECs voluntarily agree to this arrangement

under AT&T Illinois' generic contract language, AT&T Illinois must use the same type of arrangement to deliver 911 calls to Intrado. It is not my understanding that ILECs are required to mimic anything a CLEC may choose or agree to do in its own network.

**Q. HAS INTRADO CONFUSED DEDICATED TRUNKING WITH DIRECT TRUNKING IN ITS TESTIMONY?**

A. Yes. Mr. Hicks (at pages 12 and 13) confuses dedicated trunking with direct trunking. With *dedicated* trunking, the trunk is reserved for just one type of traffic – in this case 911/E911 traffic. With *direct* trunking, traffic is routed straight between two points without switching at an intermediate location.

911 traffic utilizes dedicated trunking that separates the traffic from the Public Switched Telephone Network ("PSTN"). In the Primary/Secondary Selective Routing scenario, 911 traffic is routed over dedicated 911 trunks, but not necessarily routed on direct trunks between the End Office and the Selective Router. If the PSAP is served by the Secondary Selective Router, then the trunks would not be direct (because the call would be first routed to the Primary Selective Router), but would still be dedicated (because only 911 calls would be routed over those trunks). Only the Primary Selective Router uses direct trunking from the split wire center end office. Mr. Hicks erroneously states (on page 15, lines 6-7) that AT&T Illinois desires to route all of its end user traffic through its selective routing system. This is not AT&T Illinois' position and we never took

735 that position in any conversation during negotiations with Intrado. It has been  
736 clearly communicated that any AT&T Illinois end office that is not split between  
737 two or more PSAPs will be directly trunked to the Selective Router that serves its  
738 PSAP, whether that is to Intrado's selective router or AT&T Illinois' selective  
739 router. Where there is a split wire center, and if Intrado were to become the  
740 Primary Selective Router, because it served the majority of access lines in the  
741 split wire center, AT&T Illinois would establish direct trunking to Intrado's  
742 Primary Selective Router.

743  
744 **Q. INTRADO HAS ALSO ARGUED THAT CLASS MARKING WOULD**  
745 **IMPROVE SERVICE QUALITY OR RELIABILITY. (HICKS DIRECT**  
746 **AT 17). WOULD IT?**

747 A. No. As I discussed above, the complexity and difficulty of implementing class  
748 marking, plus the very nature of discontinuing use of the selective router's  
749 centralized database for routing 911 calls, means that class marking actually  
750 presents serious reliability concerns. Once one begins moving the call-sorting  
751 responsibility out to the end offices, and away from a centralized process, it  
752 expands the area where we have to maintain the routing of 911 traffic to  
753 encompass numerous end offices. Moreover, given the high reliability of the  
754 current system, any alleged reliability gains could at best be extremely small, and  
755 NENA has cautioned against undertaking costly, complex projects related to 911  
756 in the hopes of achieving what might at best be miniscule gains. Cincinnati Bell-  
757 Intrado Transcript, Vol. I at 213-17 (Attachment MN-2).

758 **Q. WHAT ABOUT INTRADO'S CLAIM THAT SENDING 911 CALLS**  
759 **THROUGH TWO SELECTIVE ROUTERS IS LESS RELIABLE**  
760 **BECAUSE IT ADDS AN ADDITIONAL POINT OF FAILURE? (HICKS**  
761 **DIRECT AT 17).**

762 A. That claim holds no water. AT&T Illinois has for many years been the leading  
763 provider of 911 and enhanced 911 (E911) services to Illinois PSAPs and the  
764 residents of the state of Illinois. AT&T Illinois has created a robust, managed,  
765 and secure E911 network. The design of the network is efficient, built upon the  
766 AT&T Corporate backbone network, and utilizes industry standard switches,  
767 databases, and software for the processing and delivery of all 911 calls. The  
768 Class 5 switches that AT&T Illinois deploys are the gold standard of network  
769 reliability. Routing a call through a Selective Router for the purpose of utilizing  
770 the Selective Router Database information necessary to steer the call to the  
771 correct PSAP poses a miniscule additional point of failure.

772

773 **Q. HOW DO YOU RESPOND TO THE CLAIM THAT WITH THE**  
774 **PRIMARY/SECONDARY SELECTIVE ROUTER SYSTEM INTRADO**  
775 **CANNOT TELL WHAT END OFFICE A 911 CALL IS COMING FROM?**  
776 **(HICKS AT 20).**

777 A. Any such claim is incorrect. The information on the 911 caller that Intrado would  
778 receive under its class marking proposal is exactly the same information it  
779 receives under the Primary/Secondary Selective Router System. The ANI digits  
780 will be passed to Intrado, so that it may route the call to the appropriate PSAP,  
781 based on the information in Intrado's ALI Database. AT&T Illinois and Intrado  
782 have agreed to the necessary language in 911 Appendix Section 7.4 Inter  
783 Selective Routing Trunks. The only language that is disputed in this section is



784 Intrado's insertion concerning the sharing of proprietary switch translations table  
785 information: "*and each Party shall notify the other of changes, additions, or*  
786 *deletions to their respective inter-Selective Router dial plans.*"

787

788 **Q. FINALLY, HOW DO YOU RESPOND TO THE CLAIM THAT**  
789 **IMPLEMENTING CLASS MARKING IS NO DIFFERENT FROM**  
790 **IMPLEMENTING 1+ DIALING FOR LONG DISTANCE CALLS IN THE**  
791 **1980s? (HICKS AT 12).**

792 A. That claim has absolutely no validity. Most notably, the implementation of 1+  
793 dialing required the Baby Bells to make software changes, add hardware, and  
794 change their ordering systems, all of which cost a great deal of money.  
795 Recognizing that, the FCC required long-distance carriers that wanted to use 1+  
796 dialing to pay extra for it to compensate the local carrier for its costs. Intrado, of  
797 course, is unwilling to do that. Another major difference is that the  
798 implementation of 1+ dialing occurred on a national level, it was not imposed as  
799 part of a two-carrier agreement or under Sections 251 or 252 of the 1996 Act.  
800 The changes Intrado would impose onto AT&T Illinois would be built and used  
801 specifically for E911 traffic from AT&T Illinois to Intrado. The only carrier that  
802 would derive a benefit from class marking would be Intrado, while AT&T Illinois  
803 would be saddled with an inadequate methodology of routing 911 traffic from  
804 every end office.

805

806 A critical difference between the switch translations required for equal access 1+  
807 toll dialing and class marking is that for equal access there was vendor software

installed in each capable switch and a “carrier common block” single set of translations for each interexchange carrier was built and shared between all classes of service. For class marking, each class of service would need to be duplicated to determine which selective router should receive the call. There are many more points of failure in such a system as class marking, which is the reason no carrier does it or wants to do it. AT&T Illinois desires a reliable network, not one that could have potential misroutes. class marking would have a disastrous effect for 911 service in Illinois, which is why NENA does not recommend using it.

**Q. HAVE OTHER STATE COMMISSIONS ADDRESSED INTRADO’S CLASS MARKING PROPOSAL?**

A. Yes. The Ohio Commission has rejected it twice. The North Carolina Commission’s Staff also has recommended rejecting it.

**Issue 7: When Intrado is the designated 911/E911 service provider and AT&T’s end office has end users served by more than one 911 selective router network:**

- (b) If AT&T is not required to or is unable to implement “line attribute routing,” is AT&T responsible for Intrado’s expenses?
- (c) If AT&T is technically incapable of implementing “line attribute routing,” should all 911 calls from a split wire center be routed first to Intrado?

**Appendix 911: §§ 6.1.1.2, 6.1.1.3**

**Q. IF IT CANNOT GET CLASS MARKING, INTRADO’S ALTERNATIVE PROPOSAL IS THAT IT ALWAYS BE DESIGNATED AS THE PRIMARY SELECTIVE ROUTER IN ANY SPLIT WIRE CENTER AND THAT IT BE ALLOWED TO CHARGE AT&T FOR SORTING 911**

**CALLS IN THOSE WIRE CENTERS. DOES THAT PROPOSAL MAKE  
SENSE?**

A. No. Intrado wants it both ways. That is, it wants to force AT&T Illinois to entirely abandon the Primary/Secondary Selective Router system, or else radically change that system so that (i) Intrado is *always* the Primary Selective Router (Issue 7(c), see Appendix 911 § 6.1.1.3), (ii) Intrado gets to charge AT&T Illinois some unspecified rate for “call sorting” (even though AT&T Illinois would not charge Intrado for the same thing) (Issue 7(b), see Appendix 911 § 6.1.1.2), and (iii) AT&T Illinois must pay “any and all costs” Intrado occurs as a result of AT&T Illinois not implementing class marking, though Intrado provides no description of what those might be or why they would be AT&T Illinois’ responsibility (Issue 7(b)).

The Commission should reject these proposals for several reasons. First of all, they are fundamentally unfair. There is absolutely no reason why any carrier should *always* be the Primary Selective Router. The basic assumption behind making the carrier whose PSAP serves the most access lines be the Primary Selective Router is that more 911 calls will be headed to that carrier’s PSAP customer, so it makes sense to route all 911 calls to that carrier’s Selective Router first. Intrado’s proposal simply ignores that, and the reasons has nothing to do with quality of service or fairness.

858 Second, Intrado's proposal is inefficient. Under Intrado's proposal, Intrado's  
859 PSAP might serve 10% of the lines in a wire center, while AT&T Illinois' PSAP  
860 customer serves 90% of the lines. Assuming the customers with those 90% of the  
861 lines make 90% of the 911 calls, then 90% of the 911 calls would leave AT&T  
862 Illinois' network and go to Intrado's Selective Router for no reason, just to come  
863 back to AT&T Illinois' network.

864  
865 Third, Intrado's proposal is a naked cost-shifting ploy. As Intrado admitted in the  
866 Cincinnati Bell arbitration, the reason it wants to always be the Primary Selective  
867 Router is so it can charge AT&T Illinois for switching on every 911 call that goes  
868 through Intrado's Selective Router (even though AT&T Illinois would not charge  
869 Intrado for the very same service, nor do any other carriers charge AT&T Illinois  
870 when they are the Primary Selective Router) and also make AT&T Illinois  
871 responsible for "any and all" other costs Intrado may incur. Cincinnati Bell-  
872 Intrado Transcript, Vol. I at 203-04 (Attachment MN-2). Thus, in the example  
873 above, Intrado would charge AT&T Illinois some as-yet-unspecified rate for "call  
874 sorting" on 90% of the 911 calls in the split wire center, even though none of  
875 those calls actually ever needed to leave the AT&T Illinois network.

876  
877 Finally, Intrado's alleged rationale for charging AT&T Illinois for a service it  
878 would provide to Intrado for free merely highlights Intrado's desire to shift costs  
879 and impose expenses on its ILEC competitors. According to Intrado, it is fair for  
880 Intrado to charge an ILEC for selective routing when Intrado is the all-time

881 Primary Selective Router (even though the ILEC would not charge Intrado)  
882 because in that case Intrado is performing a service for the ILEC, but it is not fair  
883 for the ILEC to charge Intrado when the ILEC is the Primary Selective Router,  
884 because in that instance the ILEC has “chosen to incur” the cost of sorting calls  
885 for Intrado by not acceding to Intrado’s demand for class marking. Cincinnati  
886 Bell-Intrado Transcript, Vol. I at 204 (Attachment MN-2). That asymmetric  
887 proposal, designed merely to turn the Primary/Secondary Selective Router system  
888 into an arbitrage scheme that benefits Intrado at the expense of ILEC end-users, is  
889 absurd.

890

891 **Issue 8: When AT&T is the designated 911/E911 service provider, is**  
892 **Intrado required to provide interconnection trunking to each**  
893 **AT&T 911 selective router where Intrado provides telephone**  
894 **exchange service?**

895 **Appendix 911 § 4.2**

896

897 **Q. WHAT IS THE DISPUTE IN THIS ISSUE?**

898 A. Intrado’s language in the 911 Appendix § 4.2 conceivably could allow Intrado  
899 simply to arrange with a third-party carrier to deliver Intrado’s 911 traffic, or  
900 even traffic within a split wire center, to AT&T Illinois’ selective router. Intrado  
901 will in fact be the emergency services provider for AT&T Illinois’ end users and  
902 their very lives may depend on the reliability of this network. In his class  
903 marking argument, Mr. Hicks states (at 19) that AT&T Illinois should be  
904 prohibited from using its selective router to perform call sorting functions (even  
905 though that’s what a selective router is specifically designed for); meanwhile,

906 Intrado conceivably would be using subcontractors for the trunking and routing of  
907 critical 911 calls for AT&T Illinois' end users. This does not seem right. Intrado  
908 has yet to route a live 911 call through its experimental network.

909

910 **Q. ARE THERE PROBLEMS THAT COULD OCCUR WITH THE**  
911 **LANGUAGE INTRADO PROPOSES?**

912 A. Yes. Intrado's position for 911 traffic is similar to that it takes for non-911  
913 traffic in Issue 5, where Intrado does not want to establish a trunk network to the  
914 very switch where calls will need to terminate. It is fairly common practice to  
915 lease facilities from third-party carriers. It is also common practice for non-911  
916 traffic to transit through another carrier as long as it does not entail a double  
917 tandem call, but 911 traffic has traditionally been built upon a dedicated separate  
918 trunking network that has provided for the reliability in place today. Network  
919 reliability could be impacted if a carrier such as Intrado routes its 911 calls  
920 through a non-dedicated 911 network path. For next-generation VoIP carriers,  
921 there are some that route over the public internet and others that use a private  
922 internet connection. I am not sure which Intrado intends to use in its network  
923 configuration, but Intrado's language in Section 4.2.1 may allow it to use a non-  
924 dedicated path for sending its 911 traffic to AT&T Illinois' selective router, and  
925 that is too vague for a dedicated 911 trunking network section in an ICA.

926

927 **Issue 10(a): When Intrado is the designated 911/E911 service provider, is**  
928 **AT&T required to establish a POI(s) on Intrado's network?**

929 **Appendix 911: §§ 6.3, 6.3.2**

930 **Appendix 911 NIM: §§ 2.2, 4, 4.1, 4.1.1, 4.2, 4.2.1**

931

932 **Q. WHAT ARE THE ISSUES REGARDING THE POINT OF**  
933 **INTERCONNECTION?**

934 A. In Issue 10(a), which I will address first, the issue is whether Intrado can use  
935 Section 251(c)(2) to force AT&T Illinois to establish a point of interconnection  
936 (“POI”) on Intrado’s network.<sup>12</sup> I will then address Issue 11, which involves  
937 meet-point arrangements for both 911 and non-911 traffic. Finally, I will address  
938 Issues 9(b) and (c), which involve Intrado’s POI to AT&T Illinois for non-911  
939 traffic.

940

941 **Q. WHAT IS A POI?**

942 A. Interconnection involves two carriers linking their networks together for the  
943 mutual exchange of traffic. The point at which this connecting takes place is  
944 known as the Point of Interconnection, or POI. The connecting of the two  
945 companies’ networks creates an end-to-end facility path that will allow each  
946 company to establish the trunking network between their switches.

947

948 **Q. WHERE IS A POI TO BE LOCATED?**

949 A. Although I am not an attorney, it is my understanding that when a carrier requests  
950 interconnection under Section 251(c)(2) of the 1996 Act, as Intrado has, the POI  
951 must be on the ILEC’s network.

---

<sup>12</sup> Issue 10(b) has been settled.

952

953 **Q. WHAT IS INTRADO'S PROPOSAL REGARDING A POI FOR 911**  
954 **TRAFFIC THAT AT&T ILLINOIS DELIVERS TO INTRADO?**

955 A. Intrado proposes that AT&T Illinois be required to establish POIs on Intrado's  
956 network.

957

958 **Q. WHAT DOES AT&T ILLINOIS PROPOSE?**

959 A. AT&T Illinois proposes that the parties interconnect their networks at the AT&T  
960 Illinois selective router location(s) and exchange 911 traffic with each other there.  
961 Intrado does not dispute that it will need to establish a POI on AT&T Illinois'  
962 network for 911 traffic, and will do so at AT&T Illinois' selective router. Intrado  
963 also admits that the parties can use that POI to mutually exchange all their 911  
964 traffic. Thus, there is no need to establish a separate POI on Intrado's network.  
965 This position makes the most sense both from a legal perspective (since it is my  
966 layman's understanding that an ILEC's duty under Section 251(c)(2) is merely to  
967 allow a requesting carrier to establish a POI on the ILEC's network) and from an  
968 engineering and service viewpoint (as the parties will each have facilities at the  
969 AT&T Illinois Selective Router location, as will most or all other carriers needing  
970 to send 911 calls to Intrado). The purpose of a POI is to allow the mutual  
971 exchange of traffic between the interconnected carriers, and it makes no sense to  
972 require separate POIs for the interconnection of Carrier A to Carrier B and for  
973 Carrier B to Carrier A, when instead there can be one POI to serve both.  
974 Moreover, other CLECs and other carriers are already connected to AT&T



975 Illinois' selective router for their 911 traffic. Once Intrado connects there too,  
976 911 traffic from a third party going to an Intrado-served PSAP can be delivered to  
977 Intrado there. But if Intrado is allowed to insist that all carriers interconnect at its  
978 selective router, there would be great disruption and expense for many carriers. I  
979 explain these points in further detail below.

980

981 **Q. IF AT&T ILLINOIS AND INTRADO CAN MUTUALLY EXCHANGE 911**  
982 **TRAFFIC AT THE POI ON AT&T ILLINOIS' NETWORK, WHY IS**  
983 **INTRADO TRYING TO FORCE AT&T ILLINOIS TO ESTABLISH**  
984 **TRANSPORT FACILITIES TO INTRADO'S NETWORK AND A**  
985 **SEPARATE, UNNECESSARY POI ON THAT NETWORK?**

986 A. As with Intrado's class marking proposal, and other proposals in this case, the  
987 answer is cost-shifting. No matter where the POI is, a 911 call destined for an  
988 Intrado-served PSAP will need to be transported from AT&T Illinois' selective  
989 router to Intrado's selective router. The only question is who will pay for that  
990 transport. There is no reliability improvement and no gain in service quality to be  
991 had by forcing AT&T Illinois to establish transport facilities and a separate POI  
992 on Intrado's network. All such a requirement would do is force AT&T Illinois to  
993 unnecessarily waste resources and incur unwarranted expenses.

994

995 Indeed, Intrado has been quite candid that the only purpose of its proposal is to  
996 impose costs on ILECs. Intrado's Mr. Hicks testified in the Cincinnati Bell  
997 arbitration in Ohio that Intrado wants to force ILECs to establish separate POIs  
998 on the Intrado network because Intrado does not want to pay the costs of getting  
999 traffic to the ILEC network. Specifically, he said that Intrado's PSAP customers

1000 would not want to bear those costs, whereas ILECs (or any other type of carrier  
1001 sending 911 traffic to Intrado) allegedly could just pass the costs along to their  
1002 end-users. Cincinnati Bell-Intrado Transcript, Vol. I at 264-65 (Attachment MN-  
1003 2). In other words, Intrado wants the revenue from providing service to PSAPs,  
1004 but does not think it should bear any of the costs.

1005

1006 **Q. DOES THAT POSITION MAKE SENSE?**

1007 A. No. First, Intrado already admits that it must establish a POI on AT&T Illinois'  
1008 network for delivery of its 911 traffic, so it will have to bear the expense of  
1009 establishing or leasing facilities to get to AT&T Illinois' network anyway.  
1010 Forcing AT&T Illinois to establish a separate POI back on Intrado's network will  
1011 not save Intrado that expense. Second, Intrado is wrong to assume that AT&T  
1012 Illinois or others could simply pass along the extra expenses to their end-users.  
1013 AT&T Illinois does not impose 911 charges on end users. Rather, it collects a  
1014 911 surcharge authorized by the governmental units, and remits that surcharge to  
1015 those units. AT&T Illinois is not free to change or retain that surcharge. Third,  
1016 even if AT&T Illinois could change the monthly surcharge, it makes no sense to  
1017 force AT&T Illinois to impose rate hikes on its customers, especially in today's  
1018 competitive market, for something that Intrado requested. It is Intrado that has  
1019 requested interconnection with AT&T Illinois under Section 251(c)(2), and thus it  
1020 is Intrado that must bear the costs of that interconnection. Nothing that I am  
1021 aware of in Section 251, 252, or the FCC's implementing rules and orders

1022 requires ILECs to subsidize the entry of competitors by paying for unnecessary  
1023 interconnection on the competitor's network.

1024

1025 **Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S**  
1026 **INTERCONNECTION PROPOSAL?**

1027 A. Yes. Intrado's proposed language is unfair and one-sided in that, while Intrado  
1028 has proposed language that would allow it to establish a single POI on AT&T  
1029 Illinois' network, Intrado also would require AT&T Illinois to establish two POIs  
1030 on Intrado's network, potentially outside of the LATA where Intrado will be  
1031 competing for 911 customers. Intrado has said that it will establish two selective  
1032 routers in Illinois. For all AT&T Illinois knows, they could be in Chicago and  
1033 East St. Louis, forcing AT&T Illinois to haul traffic to a POI hundreds of miles  
1034 outside its service area. While there is no intercarrier compensation for 911  
1035 traffic, there is a component of cost of carrying the traffic. The FCC in the *ISP*  
1036 *Remand Order*<sup>13</sup> stated that "We recognize that the existing intercarrier  
1037 compensation mechanism for the delivery of this traffic, in which the originating  
1038 carrier pays the carrier that serves the ISP, has created opportunities for  
1039 regulatory arbitrage and distorted the economic incentives related to competitive  
1040 entry into the local exchange and exchange access markets. As we discuss in the

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<sup>13</sup> *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket No. 96-98 at page 3 (rel. April 27, 2001).

1041            *Unified Intercarrier Compensation NPRM*,<sup>14</sup> released in tandem with this Order,  
1042            *such market distortions relate not only to ISP-bound traffic, but may result from*  
1043            *any intercarrier compensation regime that allows a service provider to recover*  
1044            *some of its costs from other carriers rather than from its end-users.”* This is  
1045            exactly what Intrado is intending to accomplish through the services it will  
1046            provide in Illinois.

1047

1048    **Issue 11: When a fiber meet point is used:**

1049            **(a) For 911 traffic, should the fiber meet point be at AT&T’s selective**  
1050            **router location or at some point between the parties’ networks?**

1051    **Appendix 911 NIM: §§ 3.3.1, 3.3.7**

1052            **(b) For non-911 traffic, should the fiber meet point be at AT&T’s end**  
1053            **office or tandem location or at some point between the parties’**  
1054            **networks?**

1055    **Appendix NIM: § 3.3.1, 3.3.1.1**

1056            **(c) For non-911 traffic, should each party**

1057                    **1) provide 50% of the facilities to reach the meet point;**  
1058                    **2) be solely responsible on its side of the fiber meet; and**  
1059                    **3) be prohibited from charging the other party for the facilities?**

1060    **Appendix NIM: § 3.3.1.1**

---

<sup>14</sup> Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, Notice of Proposed Rulemaking, FCC 01-132 (rel. April 27, 2001) (“*Unified Intercarrier Compensation NPRM*” or “*NPRM*”)(emphasis added).

1061 **Q. WHAT IS THE DISPUTE IN ISSUE 11(A)?**

1062 A. This dispute involves a meet point POI for 911 traffic. AT&T Illinois states that  
1063 the POI in this situation should be at AT&T Illinois' selective router, while  
1064 Intrado argues that it can be anywhere on AT&T Illinois' network.

1065

1066 **Q. IS AT&T ILLINOIS' POSITION CORRECT?**

1067 A. Yes. The FCC stated in paragraph 553 of the *First Report and Order* that even  
1068 under a meet point arrangement the POI remains on the ILEC's network, with the  
1069 ILEC simply conducting a limited build-out to accommodate the CLEC's  
1070 interconnection. Since Intrado has already agreed that the POI when AT&T  
1071 Illinois' is the 911 provider should be at AT&T Illinois' selective router, the same  
1072 principle should apply to a meet-point POI for 911 traffic. Whatever limited  
1073 build-out may be involved, the POI itself must be designated as being at the  
1074 ILEC's selective router.

1075

1076 **Q. WHY ELSE SHOULD INTRADO ESTABLISH A MEET POINT AT THE**  
1077 **AT&T ILLINOIS SELECTIVE ROUTER LOCATION?**

1078 A. We are talking here about a mid-span meet point, which is commonly used  
1079 between ILECs at the exchange area boundary. In the ILEC-ILEC  
1080 interconnection arrangement, each carrier pays for the installation of the shared  
1081 facility on its side of the meet point and each has use of the total facility. Also, it  
1082 is common to use a bill and keep intercarrier compensation arrangement, since  
1083 the traffic is balanced between the two carriers for origination and termination of

1084 calls. Such balance is a prerequisite to using a bill and keep intercarrier  
1085 compensation arrangement, since otherwise one carrier would bear the burden of  
1086 cost for the other carrier's customers. This, however, is precisely what Intrado is  
1087 attempting to do, since it will be AT&T Illinois' end user customers always  
1088 calling Intrado's 911 PSAP customer, and the traffic between two carriers will be  
1089 wildly out of balance.

1090

1091 **Q. WHAT IS THE DISPUTE IN ISSUE 11(B)?**

1092 A. The dispute is similar to Issue 11(a). AT&T Illinois believes that a meet point  
1093 POI for non-911 traffic should be at its end-office or tandem, while Intrado  
1094 believes it can be at ant mutually agreeable point. Again, while the parties should  
1095 negotiate over where the meet-point itself will be, the official POI still must  
1096 remain on the ILEC's network.

1097

1098 **Q. WHAT IS THE DISPUTE IN ISSUE 11(C)?**

1099 A. Like Issue 11(b), this issue concerns the NIM Appendix for PSTN (non-911)  
1100 traffic. Specifically, it concerns financial compensation in meet point  
1101 arrangements.

1102 **Q. WHAT ARE THREE TYPES OF INTERCONNECTION DEFINED IN**  
1103 **APPENDIX 911 NIM AND NIM?**

1104 A. The parties have agreed that the three types of interconnection are (1) Physical  
1105 Collocation, (2) Virtual Collocation, and (3) Fiber Meet Point.

1106

1107 **Q. ARE THERE INCONSISTENCIES WITH INTRADO'S LANGUAGE FOR**  
1108 **FIBER MEET POINT?**

1109 A. Yes. Regarding Issues 11(c)(1) and (2), Intrado has introduced language in NIM  
1110 Section 3.3.1.1 that each party would provide 50% of the facilities to the fiber  
1111 meet point. Since the parties have agreed that each party is responsible for  
1112 facilities on its side of the POI, Intrado's language is inconsistent with other ICA  
1113 provisions, confusing, and open to misinterpretation.

1114

1115 **Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S PROPOSED**  
1116 **LANGUAGE?**

1117 A. Yes. As in other areas of the ICA, Intrado is not only shifting its costs to AT&T  
1118 Illinois, it is attempting to limit AT&T Illinois' ability to be compensated. Since  
1119 this NIM language is for PSTN traffic, it will include all possible traffic types  
1120 except 911. Under Issue 11(c)(3), Intrado's language clearly states that AT&T  
1121 Illinois is responsible for 50% of Intrado's facility cost and "*will not bill the other*  
1122 *Party for any portion of those facilities*" – even if Intrado uses 90% of the  
1123 facilities for traffic and AT&T Illinois uses only 10%. This is another attempt by  
1124 Intrado to avoid paying AT&T Illinois for the services it provides.

1125

1126 **Issue 9(b): For non-911 traffic, must Intrado establish its POI at an AT&T**  
1127 **end office or tandem?**

1128 **Appendix GTC § 1.1.117**

1129 **Appendix NIM § 2.2**

1130 **Issue 9(c): Should Intrado's designated POI(s) be negotiated between the**  
1131 **parties?**

1132 **Appendix NIM: § 2.3**

1133 **Appendix GTC 2nd Whereas Clause**

1134

1135 **Q. TURNING TO THE LOCATION OF THE POI FOR NON-911 TRAFFIC,**  
1136 **WHAT IS THE DISPUTE REGARDING INTRADO'S PROPOSED**  
1137 **LANGUAGE IN SECTION 2.2 OF APPENDIX NIM?**

1138 A. The dispute centers on where the POI should be located for PSTN traffic (non-  
1139 911 traffic). As I stated earlier, a requesting carrier must establish a POI on the  
1140 ILEC's network. AT&T Illinois' language would require Intrado to interconnect  
1141 for PSTN traffic at an AT&T Illinois tandem or end office. These are the natural,  
1142 sensible places to connect with AT&T Illinois because that is where the vast  
1143 majority of our facilities (e.g., switches and transport facilities) are located.  
1144 These are also the places where other CLECs interconnect. If Intrado desires to  
1145 connect at some other point on AT&T Illinois' network, it would need to be  
1146 mutually agreed to by the parties. During its analysis of Intrado submitting the  
1147 appropriate interconnection forms (associated with Issue 7(a)), AT&T Illinois  
1148 may have existing spare facilities and may agree to a POI at that location. The  
1149 Commission should adopt AT&T's language, as it follows existing law and will  
1150 minimize potential disputes when establishing interconnection arrangements  
1151 between the parties.



1152 **Q. SHOULD THE PARTIES' NEGOTIATE THE POI LOCATION?**

1153 A. Yes. Depending on which AT&T Illinois Tandem or End Office Intrado requests  
1154 to establish its POI, there could be situations unbeknownst to Intrado why this  
1155 may not be the best location for a POI, e.g., there may be no existing facilities  
1156 and it will take time to establish new facilities. It is in the interest of both carriers  
1157 to establish a POI that has ample capacity to handle the forecasted growth of the  
1158 carrier's traffic. It is common practice for AT&T Illinois negotiate with carriers  
1159 to help determine a mutually beneficial POI location.

1160

1161 **Issue 12: If PSAPs request PSAP-to-PSAP transfer capability, should the**  
1162 **parties negotiate a separate agreement for such an arrangement**  
1163 **that includes the PSAPs?**

1164 **Appendix 911: § 1.4**

1165 **Q. WHICH SCENARIO IS INVOLVED WITH THIS ISSUE?**

1166 A. This issue concerns Scenario 3 and call transfers between two different PSAPs  
1167 via trunking between AT&T Illinois' and Intrado's Selective Routers.

1168

1169 **Q. WHAT IS THE DISPUTE?**

1170 A. Intrado wants to require AT&T Illinois to implement the capability for PSAP-to-  
1171 PSAP call transfers with ALI whenever an Intrado PSAP customer requests it.  
1172 The problem is that Intrado wants AT&T Illinois to do this regardless of what the  
1173 other PSAP (AT&T Illinois' customer) may want, without any written agreement  
1174 to govern this special project, and without any guarantee of compensation for its  
1175 work on the project. Moreover, as I will discuss, Intrado will benefit financially

1176 whenever such call-transfer capability is established, regardless of whether it was  
1177 a good idea to do so.

1178

1179 AT&T Illinois' position is that terms for such call-transfer capability do not  
1180 belong in a Section 251 agreement. This is because establishing such call-  
1181 transfer capability has nothing to do with allowing Intrado to interconnect to  
1182 AT&T Illinois, but rather involves a special project undertaken only at the request  
1183 and direction of one or more third parties (the PSAPs), who will be responsible  
1184 for paying for the project. The better course is to deal with any such PSAP  
1185 requests through a separate agreement involving AT&T Illinois, Intrado, and the  
1186 affected PSAPs. The PSAPs at issue must be involved in the negotiations and all  
1187 parties must work together to agree on a separate contract in order to ensure the  
1188 project is done to the PSAPs' specifications and parties are compensated for their  
1189 work.

1190

1191 Q. **IS IT SAFE TO ASSUME THAT ALL PSAPS WANT CALL-TRANSFER**  
1192 **CAPABILITY?**

1193 A. No, not all PSAPs desire this capability. For example, there may be rural PSAPs  
1194 that may never want to pay for the ability to transfer calls to another PSAP.  
1195 There also could be stand-off situations where Intrado's PSAP customer wants  
1196 the transfer capability but AT&T Illinois' PSAP customer does not see a need for  
1197 it.

1198

1199 **Q. IS IT SAFE TO ASSUME THAT ALL PSAPS THAT DO WANT THIS**  
1200 **CAPABILITY WILL WANT IT SET UP IN THE SAME WAY?**

1201 A. No. Even when PSAPs do formally request such call transfer capability, they  
1202 may not all want to set it up the same way. There are various ways to do these  
1203 call transfers and different PSAPs may want different arrangements. The costs  
1204 and details of such arrangements obviously will vary, perhaps widely. As Intrado  
1205 itself has recognized, “Increasingly, PSAPs and regional authorities are  
1206 demanding customization.”<sup>15</sup> All parties need to work together to meet the  
1207 specific desires of the affected PSAPs, which can be done most effectively and  
1208 efficiently via a separate commercial agreement.

1209

1210 **Q. WOULD AT&T ILLINOIS INCUR COSTS TO IMPLEMENT SUCH A**  
1211 **CAPABILITY?**

1212 A. Yes. Implementing this capability would require AT&T Illinois to incur costs for  
1213 facilities, trunks, database storage, extensive translations, and testing. PSAP-to-  
1214 PSAP call transfers require the ordering of dedicated trunk groups between  
1215 AT&T Illinois’ Selective Router and Intrado’s Selective Router. Special switch  
1216 translations are required in the Selective Router. Due to the critical nature of 911  
1217 traffic and the high degree of quality that AT&T Illinois requires for this service,  
1218 this work is highly specialized. Consequently, there are very few technicians that  
1219 are trained and qualified to work on 911 translations. These same technicians that  
1220 will perform this work activity will spend a considerable amount of time testing

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<sup>15</sup> Intrado December 18, 2006 letter, included as Attachment MN-5 hereto.

1221 with PSAPs and carriers, including Intrado. This work is not routine business as  
1222 usual.

1223 **Q. HAS INTRADO OFFERED TO PAY ANY OF THE COSTS THAT AT&T**  
1224 **ILLINOIS WOULD INCUR AS A RESULT OF INTRADO'S REQUEST?**

1225 A, No. Consistent with its position on all of its other requests to impose new  
1226 obligations on AT&T Illinois, Intrado is not willing to bear any of the associated  
1227 costs and instead wants to shift the costs to AT&T Illinois.

1228  
1229 Under the established practice today, if AT&T Illinois were to incur the costs to  
1230 implement the capability for PSAP-to-PSAP call transfers, the requesting PSAP  
1231 would compensate AT&T Illinois for those costs. Under Intrado's proposal,  
1232 however, AT&T Illinois would be required to incur all the costs to implement this  
1233 capability, yet neither the PSAP nor Intrado would be party to a signed agreement  
1234 setting forth the details of what is to be done, and by whom, and how AT&T  
1235 Illinois will be compensated for its costs. As a result, AT&T Illinois would incur  
1236 costs to implement an entirely new capability at the request of a PSAP, but have  
1237 no contractual guarantee of any compensation. In effect, Intrado is trying to force  
1238 AT&T Illinois to spend the money to implement new, allegedly superior network  
1239 capabilities so that Intrado can then attract PSAP customers by promising that  
1240 those capabilities will be available at reduced rates.

1241

1242 **Q. WOULD INTRADO BENEFIT FINANCIALLY FROM THE**  
1243 **ESTABLISHMENT OF A PSAP-PSAP TRANSFER ARRANGEMENT?**

1244 A. Yes. Normally, each carrier only maintains its own customer base of ANI  
1245 numbers. Intrado's proposal would require each carrier to pay for Intrado's  
1246 database entries for a service that a PSAP may not be willing to pay for or ever  
1247 order. Intrado provides the 911 database service to ILECs and charges per record  
1248 to store the ANI numbers in the database. Therefore, Intrado would directly  
1249 benefit if AT&T Illinois were forced to into this service through this arbitration.  
1250 This is just another cost-shifting strategy where Intrado wins both ways.

1251

1252 **Q. IS THAT ANOTHER REASON WHY IT MAKES MORE SENSE TO**  
1253 **WAIT FOR AN ACTUAL PSAP REQUEST, INCLUDE THE PSAPS IN**  
1254 **THE NEGOTIATION AND PLANNING PROCESS, AND ENTER INTO A**  
1255 **SEPARATE CONTRACT WITH INTRADO AND THE PSAP TO**  
1256 **GOVERN THE PROJECT?**

1257 A. Yes. Such costs should be incurred only at the PSAP's request, since there would  
1258 otherwise be no need to incur the expense of providing facilities and trunks for a  
1259 capability that the PSAP didn't ask for or intend to use. Moreover, the  
1260 engineering and implementation of such an architecture must be designed and  
1261 implemented in conjunction with the PSAP as well as any other relevant  
1262 government agency. Unlike facility and trunking arrangements in a Section  
1263 251/252 ICA, these facilities and trunks would be deployed not to effectuate  
1264 interconnection between AT&T Illinois and Intrado, but rather solely to meet a  
1265 specific request of the PSAP(s), who would not be a party to the interconnection

1266 agreement. This is one reason why such provisions should not be placed in a  
1267 Section 251/252 ICA.

1268

1269 **Q. IF INTRADO’S LANGUAGE ISN’T ACCEPTED, THEN WOULDN’T**  
1270 **AT&T ILLINOIS JUST REFUSE TO IMPLEMENT THE FACILITIES**  
1271 **AND TRUNKS REQUIRED TO SERVE THE PSAPS?**

1272 A. No. AT&T Illinois would not refuse implementation. Accordingly, if this issue  
1273 is to be addressed in an interconnection agreement at all (which it should not be),  
1274 AT&T Illinois has proposed language in Section 1.4 of the 911 Appendix that  
1275 would require both Intrado and AT&T Illinois to work together and enter into a  
1276 separate agreement including the PSAP. That is the only reasonable way a  
1277 special project involving AT&T Illinois, Intrado, and PSAPs can be done.

1278

1279 **Issue 13: Is it necessary for the parties to notify each other of changes to**  
1280 **inter-selective router dial plans?**

1281 **Appendix 911: § 7.4.1.5**

1282 **Q. WHAT IS THE DISPUTE HERE?**

1283 A. Section 7.4.1 of the 911 Appendix deals with trunks that connect Selective  
1284 Routers of the parties. In Section 7.4.1.5 the parties agree to maintain  
1285 “appropriate dial plans” to support transfer of calls. The dispute is whether  
1286 Intrado’s additional language requiring specific notification of changes to such  
1287 dial plans is warranted. It is not.

1288

1289 Intrado’s proposed language would require AT&T Illinois to provide Intrado with  
1290 confidential, proprietary network information. The switch translations tables that

1291 AT&T Illinois uses in any of its switches are not shared with other carriers today.  
1292 In fact, no carrier shares this data with another. Intrado is seeking AT&T Illinois'  
1293 selective router dial plan information for some competitive advantage that is  
1294 unknown to AT&T Illinois. AT&T Illinois has not requested, nor does it intend  
1295 to request, proprietary information from Intrado, and the Commission should not  
1296 allow Intrado to request it of AT&T Illinois. Such notification is unduly  
1297 burdensome and unnecessary. AT&T Illinois experiences numerous dialing plan  
1298 changes on a regular basis that have no impact whatsoever on inter-selective  
1299 router trunking for 911.

1300

1301 **Issue 14: Should AT&T be required to provide Intrado with an initial**  
1302 **trunk forecast?**

1303 **Appendix ITR: § 6.1**

1304 **Q. SHOULD FORECASTING REQUIREMENTS BE INCLUDED IN THE**  
1305 **INTERCONNECTION AGREEMENT?**

1306 A. Yes, they should, but they should also be fair and reciprocal. It is very important  
1307 to size trunk groups properly before adding new traffic. In order to ensure that  
1308 AT&T Illinois has enough trunks to meet the demand of a requesting carrier's  
1309 traffic, a CLEC must provide a trunk forecast when it interconnects to AT&T  
1310 Illinois. This is established practice under existing ICAs and industry guidelines,  
1311 principles, and standards for trunk planning and engineering. AT&T Illinois also  
1312 will provide its trunk forecast information to Intrado as needed over time, but the  
1313 dispute is whether AT&T Illinois must provide Intrado with an *initial* trunk  
1314 forecast under ITR Section 6.1.

1315

1316 AT&T Illinois does not propose to provide an initial trunk forecast because such  
1317 a forecast would have no meaning for Intrado from an initial implementation  
1318 perspective. Intrado's network is the new network and trunk groups will have to  
1319 be sized for the new traffic being added. AT&T Illinois' network, by contrast, is  
1320 already sized to handle the traffic loads that are presented on a minute-by-minute  
1321 basis every day. Since there would be nothing new occurring, there is no need for  
1322 a "forecast" at this stage.

1323

1324 **Q. DID INTRADO AGREE IN THE OHIO ARBITRATION TO ACCEPT**  
1325 **AT&T ILLINOIS' LATEST VERSION OF THE YEARLY TRUNK**  
1326 **FORECAST?**

1327 A. Yes. Intrado agreed that if AT&T Ohio provided its latest annual trunk forecast,  
1328 this issue could be resolved. As long as AT&T Illinois is not required to create a  
1329 "special" out of cycle forecast, this is acceptable to AT&T Illinois.

1330

1331 **Issue 15: Should the ICA require AT&T to follow Intrado's ordering**  
1332 **processes as posted on Intrado's website?**

1333 **Appendix ITR: §§ 8.6, 8.6.1**

1334 **Q. WHAT IS THE DISPUTE HERE?**

1335 A. AT&T Illinois' contract language establishes the ordering process that Intrado  
1336 will use when ordering service from AT&T Illinois. Intrado, however, wants to  
1337 force AT&T Illinois to use entirely different processes when ordering service  
1338 from it.

1339



1340 **Q. WOULD INTRADO'S PROPOSED LANGUAGE FOR ORDERING**  
1341 **CREATE PROVISIONING PROBLEMS?**

1342 A. Yes. Intrado's proposed language would require AT&T Illinois to follow  
1343 whatever ordering procedures Intrado posts on its website (as well as pay  
1344 whatever rates Intrado wishes to charge), while AT&T Illinois' ordering  
1345 processes and rates are uniform, apply to all CLECs, and are time-tested.  
1346 Intrado's are not. AT&T Illinois has proposed fair and reciprocal ordering,  
1347 forecasting, and trunk grading language in Sections 4 and 6 of the 911 Appendix  
1348 and Sections 6.1, 8.6, and 8.6.1 of the ITR Appendix, using standard industry  
1349 accepted systems and processes (e.g., EXACT system and an Access Service  
1350 Request (ASR) to place orders).<sup>16</sup>

1351

1352 **Q. IS THE ORDERING SYSTEM AT&T ILLINOIS PROPOSES AN**  
1353 **INDUSTRY STANDARD SYSTEM USED BY ALL**  
1354 **TELECOMMUNICATIONS CARRIERS?**

1355 A. Yes. The EXACT system is used by all carriers. The order form is called an  
1356 Access Service Request ("ASR") and there are agreed-to ordering guidelines for  
1357 all fields on the order. If a carrier has a need to propose changes to the ordering  
1358 process, the Ordering and Billing Forum ("OBF") industry forum is available to  
1359 discuss what changes or impacts are required. Intrado's proposal for a website  
1360 ordering tool that is used by no other carrier and could be changed at any time,  
1361 without any need for industry consensus, is unacceptable, particularly when

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<sup>16</sup> I also note that Intrado's ordering processes do not appear to fall within Section 251(c) of the 1996 Act and thus does not appear to be a proper subject for a Section 251/252 ICA arbitration. I do not address this issue, which is a matter for legal briefs.

1362 AT&T Illinois' proposed alternative is to use the well-established standard  
1363 industry process. Requiring AT&T Illinois to adapt to a new, untested, Intrado-  
1364 specific ordering system is a recipe for future misunderstandings, botched orders,  
1365 and disputes. AT&T Illinois may also lose any systems integration and  
1366 mechanization efforts it has implemented, which could drive labor costs up or  
1367 require new systems upgrades to interface with Intrado's ordering process.

1368

1369 **Issue 16: Should Intrado be required to provide written notice of its need to**  
1370 **establish interconnection to AT&T?**

1371 **Appendix 911 NIM: § 5.1**

1372 **Appendix NIM: §§ 4.1, 4.2**

1373 **Issue 18: Should the ICA provide that the parties will document and sign**  
1374 **an interconnection plan prior to its implementation?**

1375 **Appendix 911 NIM: § 2.1**

1376 **Appendix NIM: § 2.1**

1377 **Q. WHAT IS THE DISPUTE IN 911 NIM SECTION 5.1 AND NIM**  
1378 **SECTIONS 4.1 AND 4.2?**

1379 A. The dispute concerns the procedures for implementing interconnection for either  
1380 911 or non-911 traffic once the parties have an agreement in place. Intrado does  
1381 not object to establishing a physical architecture plan for a specific area (at least  
1382 for 911 service, see 911 NIM § 2.1, compare NIM § 2.1), but for some reason  
1383 objects to having the plan documented in writing and signed by the parties in  
1384 order to indicate their mutual agreement to the plan. Intrado also objects to  
1385 providing necessary network information on the standard forms used by AT&T  
1386 Illinois to provide interconnection (see 911 NIM § 5.1 and NIM § 4.1). AT&T

1387 Illinois' language would require Intrado to provide the necessary information to  
1388 accurately route traffic. I was involved with the initial establishment of these  
1389 forms in my previous position as the translations Area Manager, and what is  
1390 required on the forms is necessary to accurately route traffic – the SS7 point code,  
1391 switch CLLI name, etc. Misrouted 911 traffic is not good for AT&T Illinois'  
1392 end-user customers, Intrado, or the community at large.

1393

1394 **Q. WHY DOES INTRADO OPPOSE AT&T ILLINOIS' STANDARD**  
1395 **LANGUAGE?**

1396 A. Intrado argues that the parties should be able to implement interconnection under  
1397 the agreement with no more than routine conversations by network personnel and  
1398 no further specific planning or documentation. (Hicks at 45) That is simply  
1399 unrealistic in the real world (as AT&T Illinois has learned) and an invitation for  
1400 disputes and confusion. As detailed as an interconnection agreement may be, it  
1401 will never be specific enough to anticipate and cover all the details of a specific  
1402 interconnection arrangement in a specific area. Requiring Intrado to give prior  
1403 notice of an intent to establish interconnection at a specific point and develop and  
1404 agree to a specific written implementation plan protects both parties, provides  
1405 more certainty in the process, and makes the overall process more efficient. This  
1406 will reduce disputes between the parties and will minimize the need for the  
1407 Commission to become actively involved in dispute resolution. The language  
1408 AT&T Illinois proposes is standard language that it offers to all CLECs and uses  
1409 established practices that provide for advance notification and the development of

1410 agreed plans. This system has worked successfully for years and would meet  
1411 both Intrado's and AT&T Illinois' network needs.

1412

1413 **Issue 17: Should the ICA requirement of 30-day notice apply to a party's**  
1414 **"request" or its "intent" to change the parties' physical**  
1415 **architecture plan?**

1416 **Appendix 911 NIM: § 2.4**

1417 **Q. WHAT IS THE DISPUTE HERE?**

1418 A. AT&T Illinois believes that a 911 network has certain aspects of reliability that  
1419 are even more stringent than those placed upon the PSTN. As evidenced from  
1420 industry forums such as ESIF (Emergency Services Industry Forum), NENA, the  
1421 ICC, and the FCC, all LECs and CMRS (wireless) providers are required to  
1422 provide redundant and resilient 911 networks. It only seems logical that with all  
1423 of the facility diversity investment in place, if a 911 service provider were to even  
1424 contemplate an architectural change in its network, it would want to discuss this  
1425 with other carriers that might be impacted by that change before placing orders  
1426 and requesting that actual changes be made.

1427

1428 AT&T Illinois' language would allow for a more cautious approach to changes in  
1429 network architecture and therefore protect consumers from changes that were not  
1430 well coordinated or thought through. Intrado's language allows a request to be  
1431 made to change the network architecture, with no discussions of the impact to  
1432 911 service. Any such change should be discussed between the parties well in  
1433 advance of an actual request for change. It is also my understanding that the ICC

1434 must authorize any network architectural changes,<sup>17</sup> which would be difficult to  
1435 do after requests have been made and orders issued.

1436

1437 **Issue 20: When AT&T is the designated 911/E911 service provider and**  
1438 **manages the E911 database, should the ICA reference “ALI**  
1439 **interoperability”?**

1440 **Appendix 911 § 3.4.3**

1441 **Q. WHAT IS THE DISPUTE HERE?**

1442 A. Appendix 911 Section 3.4.3 deals with Intrado electronically submitting files to  
1443 the E911 database. AT&T Illinois agrees to accept such files, and the only  
1444 dispute is whether to include Intrado’s proposed language stating that the files are  
1445 submitted “to support ALI interoperability.”

1446

1447 **Q. WHAT DOES THE TERM “ALI INTEROPERABILITY” MEAN?**

1448 A. I do not know what that term means, and that is the problem. The term “ALI  
1449 interoperability” is not defined anywhere in the ICA or on the NENA website,  
1450 which is the default definition standard both parties have agreed to use in this  
1451 agreement. This term is vague and ambiguous and may be an attempt by Intrado  
1452 to establish a new protocol beyond what is in use today. If that is the case, then  
1453 any new protocols should be agreed to at an industry level, not imposed in a two-  
1454 party arbitration. An industry standards body should be utilized to allow all  
1455 carriers to have input into this as well.

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<sup>17</sup> 83 Illinois Administrative Code Part 725 – Standards of Service Applicable to 9-1-1 Emergency Systems.

1456 There are known definitions of each word of Intrado's newly created term, but  
1457 that does not resolve the issue. I know the term "ALI" is Automatic Location  
1458 Identification, which is used by PSAPs to identify an end user's street address  
1459 from the MSAG (Master Street Address Guide). NENA defines  
1460 "Interoperability" as "The capability for disparate systems to work together." But  
1461 to combine these two terms creates a new definition altogether, with a new  
1462 meaning that is vague and ambiguous. This may even have the possibility of  
1463 creating an obligation for AT&T Illinois to use non-standard protocols that are  
1464 unreliable. This should not be allowed.

1465

1466 **Q. WHAT ARGUMENT DOES MR. HICKS MAKE IN SUPPORT OF HIS**  
1467 **PROPOSAL?**

1468 A. His testimony deepens my concern that Intrado may be trying to use this language  
1469 to impose new, undefined obligations on AT&T Illinois. For example, he uses  
1470 the term "interoperability" in his testimony at page 47, which has a clear  
1471 definition, but in Intrado's proposed language the term "ALI Interoperability" is  
1472 used, which has never been defined.

1473

1474 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

1475 A. The Commission should adopt the AT&T Illinois language, because it is clearly  
1476 stated and does not create unnecessary, undefined obligations for Intrado or  
1477 AT&T Illinois.

1478

1479 **Issue 21: Should the definition of “911 Trunk” or “E911 Trunk” refer to**  
1480 **AT&T’s End Office or AT&T’s switch?**

1481 **Appendix 911 § 2.3**

1482 **Q. WHAT IS THE DISPUTE HERE?**

1483 A. The language is disputed because Intrado’s switch is a selective router, not an end  
1484 office. A 911 Trunk or an E911 Trunk is a type of trunk between an end office  
1485 and a selective router, therefore Intrado’s switch would not be an appropriate use  
1486 of the term, since it is a selective router. There is agreed-upon language for  
1487 selective router trunks. The parties have also agreed to language in their Ohio  
1488 arbitration for 911 End Office Trunk and E911 End Office Trunk that should be  
1489 acceptable in Illinois as well. The language agreed to in Ohio below can easily be  
1490 adopted in Illinois, with the simple substitution of Illinois for Ohio:

1491 “911 End Office Trunk” or “E911 End Office Trunk” means a trunk capable of  
1492 transmitting Automatic Number Identification (ANI) associated with a call to 911  
1493 from AT&T-OHIO to the E911 system.”

1494

1495 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

1496 A. Yes.